

1882.
NEW ZEALAND.

WELLINGTON AND MANAWATU RAILWAY.

CONTRACT ENTERED INTO BETWEEN HER MAJESTY THE QUEEN AND THE WELLINGTON AND MANAWATU RAILWAY COMPANY (LIMITED).

Laid before Parliament in compliance with the 13th Section of "The Railways Construction and Land Act, 1881."

CONTRACT.

This Deed made the twentieth day of March, one thousand eight hundred and eighty-two, between Her Majesty the Queen (who, with her heirs and successors, is and are hereinafter included in the expression "the Queen"), of the one part, and the Wellington and Manawatu Railway Company, Limited (which, with its successors and assigns, except where the context otherwise requires, is and are hereinafter included in the expression "the Company"), of the other part. **Whereas** the Company has been established for the purposes (amongst other things) of constructing and maintaining a line of railway from the City of Wellington to such point or points, place or places, on the northern side of the Manawatu River as the colonial directors should determine, with all necessary buildings, railway works, and other appliances requisite for the same, and of working the said railway, and especially of carrying thereon passengers, animals, and goods for hire, and generally in other respects of carrying on the business of a railway company in all its branches, with power to contract with any other railway company or authority with respect to running powers, interchange of traffic, or otherwise: **And whereas** the said railway is intended to be constructed as nearly as may be along the line shown in red upon the map marked A hereunto annexed, and is estimated to be of the length of eighty-four and a quarter miles or thereabouts, and the said line is intended to connect near the City of Wellington with the Wellington and Masterton Railway, and on the northern side of the Manawatu River with the Foxton and New Plymouth Railway, being severally lines of railway heretofore constructed by the Government of New Zealand: **And whereas** the Government of New Zealand some time since began the construction of a railway along that part of the said line shown in red upon the said map, which lies between the said City of Wellington and Johnsonville, near the said city, from a point in or near the said city, marked (a) on the said map, to a point at or near Johnsonville, marked (b) on the said map; but no part of the works so commenced has yet been completed: **And whereas** the Government are in possession of the plant and materials mentioned in the First Schedule hereunder written, parts of which have been used in the construction of the unfinished works aforesaid, and parts of which were intended to have been used in the further construction of the said railway: **And whereas** in the construction of the said railway there will be a large quantity of material

from cuttings and otherwise to be taken to spoil, and it is intended that the same shall be used in reclaiming from the sea land now covered with water within the Harbour of Wellington, the limits of which are shown on the map marked B hereunto annexed : And whereas the Governor of New Zealand, acting therein with the advice of the Executive Council of the colony and in pursuance of the provisions of "The Railways Construction and Land Act, 1881" (hereinafter in these presents termed "the said Act"), and especially of section fifteen of the said Act, has agreed with the Company for the construction and working of the said proposed line of railway upon the terms and conditions hereinafter set forth :

Now, this deed witnesseth that, in consideration of the covenants hereinafter contained on the part of the Queen, the Company doth hereby covenant with the Queen in manner following, that is to say,—

1. The Company shall and will, with all convenient speed, and within the term of five years computed from the date of these presents, at its own expense in all things, construct and thereafter maintain and work a line of railway between the city aforesaid and some point on the northern side of the Manawatu River, to be approved of by an engineer appointed for that purpose by the Governor (hereinafter throughout these presents referred to as "the Engineer"), where the said line of railway will connect with the Foxton and New Plymouth Railway; and will construct such line of railway along the line shown in red upon the map marked A, hereunto annexed, or as near thereto as practicable: such railway to be constructed, and, when completed, to be worked, in all respects under and subject to the provisions of the said Act.

2. The railway to be constructed, maintained, and worked under the provisions of this contract, and all other works in connection with the said railway which are provided for in this contract, shall be well and faithfully constructed of sound materials, and of sufficient strength and durability, having regard to the nature of such works, upon plans, both general and detail, to be from time to time approved of by the Engineer, and so that the details shall, as nearly as may be, conform to the approved standard drawings in use on the New Zealand Government railways, and that the specifications shall accord as nearly as may be to the standard specifications of the Government of New Zealand for the time being used in respect of the construction of railways having single lines of permanent-way, or as may be necessary for any particular work included in this contract; and such construction shall in all things be to the satisfaction of the Engineer, it being the intent and meaning of this provision that all such plans and specifications when approved by the Engineer, or as the same may be altered or modified subject to his approval, shall form part of this contract as effectually as if the same had respectively been attached hereto at the date of the execution hereof.

3. All rolling-stock and plant to be from time to time used or employed upon the said line or in connection therewith shall be of like character and strength in all respects to the rolling-stock and plant in use upon railways constructed by the Government of New Zealand.

4. The Company will, within one year from the date of this contract, expend a sum of not less than fifty thousand pounds in the construction and execution of permanent works under its provisions, such works to be of a character in the opinion of the Engineer that will enable some complete section or sections of the railway to be fit for traffic as early as possible.

5. The power conferred by the forty-eighth section of the said Act shall be deemed to extend to and include all works of every kind executed by or on behalf of the Company under this contract, and all plant, rolling-stock, materials, and things which are or may be used, or are intended to be used, in or upon the said works. And if at any time the Governor shall be advised that some addition, alteration, or repair is necessary or requisite to or upon the said railway or all or any of the works aforesaid, or to the rolling-stock, plant, and materials used or intended to be used thereon, then, for the purpose of more effectually carrying out this contract, he may, on behalf of the Queen, direct the Engineer to take such steps as may be necessary to have such addition or alteration made or repair effected; and, upon

delivery to the Company at its registered office in Wellington of a notice in writing from the Engineer specifying the nature and extent of the addition, alteration, or repair required, or the class and character of the rolling-stock, plant, or material to be supplied, the Company shall cause the same to be made, executed, or supplied within the period specified in such notice, as the case may require.

6. The Company shall not assign, charge, or dispose of this contract, or any benefit or advantage thereof or thereunder, either at law or in equity, without the written consent of the Governor on behalf of the Queen.

And this deed further witnesseth that, subject to the provisions of the said Act and in consideration of the premises, the Queen doth hereby covenant with the Company in manner following, that is to say,—

7. The Queen will, with all convenient speed after the date of these presents, and free of all expense to the Company, put the Company in possession of that part of the said proposed line of railway, and of the works connected with the same, which lies between the points marked (a) and (b) on the map marked A hereunto annexed, and of all land required for the permanent works of that part of the said line of railway, including land required for side-cuttings, ballasting, spoil-banks, road approaches, and road diversions, which is at the date hereof in the actual possession of the Governor of the colony: ~~Provided~~ that all lands of which possession shall be so given to the Company shall be subject to the terms and conditions of any contract, agreement, deed, or instrument that has heretofore been or may hereafter be made between the Queen or the Minister for Public Works, or any person on her or his behalf, and any other person or persons, for the purpose of giving or securing to such last-mentioned person or persons any right or easement of any kind whatsoever in, upon, through, over, or in respect of any such land or lands.

8. The Queen will grant unto the Company, so far as she can lawfully do so, the right to deposit any part of the spoil or material which may be taken from cuttings or otherwise in the execution of the said works upon the land now covered with water within the Harbour of Wellington, the outer lines of which are shown by a brown border in the map marked B hereunto annexed, so as to reclaim and raise the level of the said land to a level to be fixed by the Engineer; and the Company is to take all such steps as are by law required in that behalf in order to obtain legislative and other authority to reclaim and raise the level of the said land accordingly; and after obtaining such authority the Company is to carry out the said reclamation within the period of five years, computed from the date of these presents; and in carrying out the said reclamation the Company is to erect and maintain a sufficient reclaiming-wall or breastwork, to the satisfaction in all respects of the Engineer.

The Queen will, upon the completion of the said line of railway and of the works connected therewith, at the request of the Company, grant to the Company that part of the land shown upon the said map B, hereunto annexed, which is shown within a red border on the said map.

Pending such grant as last aforesaid, and so long as the Company shall in all respects perform the conditions and stipulations on their part contained in these presents, the Company shall be entitled to use and occupy for the purposes of the Company any part of the land, comprised within the red border on the said map marked B hereunto annexed, which shall for the time being have been reclaimed.

Provided always that the power of reclaiming the said land shall only be exercised after the Company shall have obtained legislative sanction for the same from the General Assembly of New Zealand, and that nothing herein contained shall give the Company any claim for compensation or impose any liability whatsoever upon the Queen or the Government of the colony in the event of such legislative sanction being refused.

9. That Her Majesty the Queen will forthwith after the date of these presents grant and deliver over to the Company all such parts of the plant and materials mentioned in the First Schedule hereunto annexed as have already been used upon that part of the said line of railway which lies between the points

marked (a) and (b) upon the map marked A hereunto annexed, and will thereafter from time to time, as and when the same may be required by the Company, and on demand by the Company, deliver over to the Company all such parts of the said plant and materials as shall not have previously been used upon the said works or granted and delivered over to the Company under these presents :

Provided that all such plant and materials shall be used only upon and for the purposes of the said railway and the several works connected therewith, and that no part of such plant or materials shall be sold, disposed of, or parted with by the Company otherwise than for the purposes aforesaid without the consent in writing of the Engineer.

And whereas, there being no land adjoining the proposed line of railway available under the provisions of the said Act, the land set apart for selection as hereinafter mentioned is so set apart under the provisions of section one hundred and one of the said Act :

Now it is hereby further agreed between the Queen and the Company,—

10. That as soon as conveniently may be after the execution of this contract, the lands shown by a red border and colour on the map hereunto annexed and marked C shall be withdrawn from sale and set apart to be granted to the Company under the powers and to be dealt with in manner respectively provided by Parts I. and V. of the said Act, and that the selection of such land for the purposes of the said Act and of this contract shall, after the construction of the said railway or of any completed section or sections of the same, be conducted and carried out as follows, that is to say,—

- (a.) For the purposes of such selection, the estimated cost of constructing the said line of railway shall be the sum of five thousand pounds per mile throughout its whole length, estimated at eighty-four and a quarter miles.
- (b.) For the purposes of such selection, the several parts of the land set apart as aforesaid shall respectively be deemed to be of the value per acre shown in the Second Schedule hereto, and which said value has been ascertained in the manner prescribed by section one hundred and two of the said Act.
- (c.) For the purposes of such selection as aforesaid, the said line of railway shall be deemed to be divided into the several sections numbered from one to twelve, shown in figures coloured red and in circles upon the map marked A, hereunto annexed ; and when and so soon as the Minister for Public Works for the time being shall be satisfied that the said line of railway, or any section thereof which can be usefully worked for public traffic, has been completed and is fit for such traffic in accordance with the said Act, the Company shall be at liberty to select and shall receive a grant for so much of the said lands as, looking to the scheduled prices thereof, they may be entitled to in respect of the number of miles of the said railway comprised in such completed section ; and, if there shall be any difference or dispute as to the area the Company is entitled to select, the decision of the Governor shall be binding and conclusive on the Company, and every such selection shall be subject to the approval of the Governor.

Every grant made under the last preceding clause shall be subject to the provisions of “The Railways Construction and Land Act, 1881,” respecting the terms and conditions upon which grants of Crown lands may be made to a company thereunder.

In dealing by way of sale or otherwise with any land which shall become vested in the Company pursuant to any such selection as aforesaid, the Company shall conform to the rules and regulations set forth in the Third Schedule hereto :

Provided, however, that this and the two last preceding clauses shall not have any force or operation so as to give the Company any right, title, interest, or claim in or to the land proposed to be withdrawn from sale as aforesaid, unless

and until the allocation of the land so set aside and intended to be granted to the Company shall be approved by the General Assembly of New Zealand in the manner prescribed by sections thirteen and fourteen of the said Act.

And whereas the land shown by the red border on the map hereunto annexed and marked C, taken at the aggregate of the values set forth in the Second Schedule hereto, is insufficient to provide the amount of endowment in land agreed to be granted to the Company under the powers contained in Part V. of the said Act:

Now, it is hereby further agreed between the Queen and the Company,—

11. That if, within the period of five years computed from the date of these presents, Her Majesty the Queen shall acquire lands within the area shown by a yellow border upon the map hereunto annexed and marked D, and such lands, or a proportionate part of the same, shall, in the opinion of the Governor, be available for the purpose, the same, or a proportionate part of the same, as the case may be, shall forthwith after such acquisition be withdrawn from sale and set apart to be granted to the Company under the powers and to be dealt with in manner respectively provided by Parts I. and V. of the said Act, and shall be and be deemed to be subject to selection by the Company in like manner as hereinbefore provided in respect of the lands shown by a red border and colour on the map hereunto annexed and marked C, but so nevertheless that the total area of lands so to be set apart and selected shall not, when valued and assessed as by the said Act provided, exceed in value the sum of twenty-nine thousand eight hundred and five pounds.

12. That when and so soon as any lands shall have been acquired as aforesaid the same shall be assessed and valued with all convenient speed, in manner provided by the said Act, in order to render the same available for selection by the Company; and the Company may accordingly select the same in like manner, and for the like purposes, and subject to the like provisions and conditions as are hereinbefore contained in respect of the lands shown by a red border on the map hereunto annexed and marked—.

13. And it is hereby further agreed between the Queen and the Company,—

That the maximum tolls, fares, rates, and rents to be charged by the Company for the carriage upon the said railway of passengers, produce, animals, goods, merchandise, articles, matters, and things, and for the storage of goods in any of the Company's sheds or warehouses, shall not exceed the scale for the time being in force upon the Wellington and Masterton Railway, and shall, until such last-mentioned scale shall have been altered by the Minister pursuant to the powers vested in him in that behalf, not exceed the scale set forth in the Fourth Schedule hereto, so far as the same are in force upon the said Wellington and Masterton Railway:

Provided that the Company shall be at liberty at any time, in the manner prescribed by the said Act, to reduce the said tolls, fares, rates, and rents, or any of them:

Provided further that, if at any time the Minister for Public Works for the time being shall be satisfied that the said tolls, fares, rates, and rents, or any of them, are excessive, or ought to be increased, he may, by giving one calendar month's notice in writing to the Company, require the tolls, fares, rates, and rents to be reduced or increased as stated in such notice, and at the expiration of such month's notice the Company shall make the reduction or increase accordingly.

14. And it is hereby further agreed that the power of purchase conferred upon the Governor by the said Act may be exercised at any time after the expiration of three years from the completion of the said railway.

15. And it is hereby lastly agreed that, in case this contract, or any provision thereof, shall be avoided or modified, either wholly or in part, by a resolution or resolutions to be passed by the General Assembly of New Zealand at the next ensuing session thereof in the manner prescribed by the said Act, the Company shall not have any claim or demand upon or against the Queen or the Governor of New Zealand for any loss or damage by reason of such avoidance or modifica-

tion, or in consequence of the operation of any such resolution; and any property, estate, right, or interest acquired by the Company from the Queen or the said Governor under or by virtue of the said contract or provision shall, to the extent and in the manner specified in any such resolution, be and be deemed to have again become the property or estate of the Queen or the Governor, or to revert in the Queen, as the nature of the case may require;

And, further, that nothing contained in this contract shall be deemed in any way to abridge, control, modify, or supersede any power, remedy, or authority which under the said Act is vested in or may be exercised by the Governor in Council, or the Governor, or the Minister for Public Works.

The word "Governor" in this contract has the like meaning as is attached thereto by "The Interpretation Act, 1878."

In witness whereof these presents have been executed by the parties hereto on the day and year first above written.

The seal of the Company was hereunto affixed this twentieth day of March, one thousand eight hundred and eighty-two, at a meeting of Directors, and by order of the Directors.

JAS. WALLACE,
Secretary of the Company.

J. E. NATHAN,
JOHN PLIMMER,
Directors.

(L.S.) Seal of the Wellington and Manawatu
Railway Company (Limited).

Signed by the Honorable Arthur Hamilton Gordon,
the Governor of the Colony of New Zealand,
with the advice of the Executive Council
thereof, on behalf of Her Majesty the Queen,
and sealed with the public seal of the said
colony, in the presence of—

F. P. MURRAY,
Private Secretary, Christchurch.

ARTHUR H. GORDON,
Governor.

(L.S.) Seal of the Colony.

FOSTER GORING,
Clerk of the Executive Council.

22nd March, 1882.

FIRST SCHEDULE.

PLANT AND MATERIALS NOW ON THE LINE, AND MATERIALS NOT ON THE LINE.

1. Plant and materials now on the line as follows:—

Permanent-way—30-lb. rails laid complete	...	...	...	2,048 l. yd.
Loose rails, with fastenings for same	...	...	...	1,992 "
Jarraah timber	...	...	...	1,028 s. ft.
Kauri planks, 15 in number	...	...	...	15
Bluegum scantling (3 x 2)	...	...	...	120 s. ft.
Loose timber (all sizes)	...	...	...	200 "
Tip-wagons, complete	...	...	...	23
Tip-wagons, bodies and pedestals	...	...	...	7
Tip-wagons, axles	...	...	...	6
Dobbin carts	...	...	...	2
Timber sledge	...	...	...	1
Earthenware pipes, 9-in.	...	...	...	6 lengths.
Scrap-iron	...	...	...	5 cwt.
Iron doors for earth-shoots	...	...	...	5
Toolchests	...	...	...	3
Fencing posts	...	...	...	50
Blacksmith's shops, with office attached	...	...	...	3
About 343 chains wire fencing in place (post and 8 wires).				

2. Materials not on the line as follows:—

Eight cast-iron cylinders, 68 feet long each, with nuts and bolts complete.
Ironwork for three 80-feet spans, i.e., lower booms, suspension bolts, &c., according to standard drawings.

SECOND SCHEDULE.
LANDS ALLOCATED AND VALUED FOR SELECTION.

Number on Map C.	Name or Description of Block.	Total Area of each Classification.	Total Value of Classified Sections.	Aggregate Area of each Block.	Aggregate Value of each Block.
		Acres.	£	Acres.	£
1	North of Manawatu River, on coast ...	10,000	2,000	10,000	2,000
3	Fitzherbert ...	1,750	2,187	1,750	2,187
4	" ...	9,000	9,000	9,000	9,000
4A	" ...	9,000	9,000	9,000	9,000
5	Manawatu-Kukutauaki, 2F and part of 2G	1,600	2,400	1,600	2,400
6	" { 2A, 2B, 2C, 2D	25,200	15,750		
6	" { 2E	4,200	2,100		
6	" { 3	7,400	5,550		
7	" { 7A, 7B, 7C	2,191	3,286		
8	Takapu No. 2 ...	262	459	38,991	26,686
9 and 10	Totara No. 3, and part of Muhunua No. 3	814	1,424	262	459
11	Muhunua No. 4, Part of ...	600	900	814	1,424
11	" " ...	200	150		
11	" " ...	1,200	300		
12	Ohau No. 2, Part of ...	1,500	1,500	2,000	1,350
12	" " ...	2,800	700		
13	Part of Manawatu-Kukutauaki Nos. 4A, 4B, 4C, 4D, 4E, and 4G, and part of Pukehou 1, 2, and 3	1,000	2,000	4,300	2,200
13	" " ...	1,500	750		
13	" " ...	4,500	1,125		
13	" " ...	300	600		
13	" " ...	1,500	750		
13	" " ...	6,200	1,550		
14	Pukehou 4, Part of ...	926	1,158	15,000	6,775
15	" 5A, 5B, 5C, 5D ...	4,200	840	926	1,158
16	Waiohanga 2A, and parts of 2B, 3D, 3C ...	1,900	380	4,200	840
17	" ...	500	250		
17	" ...	375	94		
18	" 4, Part of ...	600	900		
18	" ...	6,700	1,675		
19	Wairarapa, Part of ...	800	1,400	10,075	3,299
19	" ...	1,000	1,000		
19	" ...	2,200	550		
20	Ngakaroro 1C, and parts of 1A and 1B ...	6,700	1,340	4,000	2,900
21	Parts of Ngakaroro Nos. 2E, 2D, 2C, 2B, 2A, and Ngawhakangutu No. 2	13,000	3,250	6,700	1,340
22	Maunganui, Part of ...	9,100	1,137	13,000	3,250
23	Muaupoko, Part of ...	250	375		
23	" ...	734	550		
24	Between Akatarawa and coast ...	10,000	7,500	984	925
24	" ...	26,600	4,655		
25	East of Akatarawa and to 15-mile line ...	2,000	750	36,600	12,155
	" " ...	13,200	2,310		
26	Wainuiomata ...	17,000	2,975	15,200	3,060
				17,000	2,975
				210,502	£96,570

THIRD SCHEDULE.

1. All agricultural and pastoral lands, and not less than one-fourth the area set apart for town, village, and suburban lands, to be offered for sale not later than twelve months after the railway line has been opened for traffic to the locality of such lands.

2. The price of agricultural and pastoral lands shall not be less per acre than the valuation already made in terms of section 102 of "The Railways Construction and Land Act, 1881."

The price of town and village lands shall not be less than twenty pounds (£20) per acre, and of suburban lands not less than three pounds (£3) per acre.

3. All lands to be surveyed, mapped, and lithograph plans of sections published, before being advertised for sale.

4. No sale of land shall be held until after thirty days' public notice of the time and place thereof shall be given in at least one Wellington and one Palmerston North newspaper.

5. Sales of land may either be by auction or by applications receivable on a given day. In the event of more than one application for the same section of land on the same day between the hours of ten a.m. and four o'clock p.m., the land applied for shall be put up to public auction, and the bidding at such auction shall be limited to the applicants.

6. Agricultural land to be surveyed in sections not exceeding three hundred and twenty acres each, with a practicable line of road marked off on the ground to each section. Bush to be felled on road-lines one chain wide, and cleared sixteen feet in the centre, before the land is offered for sale.

7. Pastoral land—that is, the higher slopes on the hills—to be surveyed generally so far as the natural features will permit, in sections at least twice the depth to the breadth, the depth running back with the slope of the hills.

Sand-hills to be deemed pastoral land, and may be surveyed in such areas as the Company may deem best.

8. The Makurerua Swamp to be drained by one or more main outfall drains before being offered for sale. Plan of drainage works to be submitted for approval of Governor within one year of the swamp being granted to the Company. Governor to fix the time required to execute the works, on completion of which the land to be sold in such areas as may be approved by Governor.

9. Sites for towns and villages to be selected by the Company along that part of the railway-line between Longburn and Waikanae at intervals not exceeding ten miles, water and other circumstances being favourable.

10. Governor to have the right of selecting free of cost, in each town and village, whether on land acquired by the Company as public grant or by purchase from the Natives, an area not exceeding three acres for post and telegraph offices, courthouse, police-station, and other public buildings; also an area not exceeding five acres for a school site.

At cross roads or other suitable places in rural districts Governor to have the right of selecting, free of cost, five acres for a school site at distances four or five miles apart.

11. The surveys of lands to be conducted on the New Zealand system of surveys, so that the plans, traverse reductions, and field books may be conformable with the public survey records of the colony from which the descriptions of title are taken.

12. All record surveys and classification of agricultural and pastoral land to be subject to the approval of the Surveyor-General, or officer nominated by him.

To ALL to whom these presents shall come: Her Majesty the Queen and the Wellington and Manawatu Railway Company (Limited), respectively, send greeting:

WHEREAS the boundaries of those parts of the land, included in the Second Schedule to the within-written deed, which are therein described as Manawatu-Kukutauaki Numbers 2A, 2B, 2C, 2D, 2E, 2F, 3, 7A, and 4D, and Ngakaroro numbered 2A and 2E, although shown by and included within a definite red border on the map marked C annexed to the within-written contract, are in fact liable to modification in consequence of and in order to give effect to contracts, promises, or engagements entered into by or on behalf of Her Majesty the Queen, or by persons purporting to act on her behalf prior to the making of the within-written contract, or else because the said lands have not yet been and may not be acquired by Her said Majesty, or because, in order to acquire the same or adjoining lands or any part thereof, it may have been found desirable or expedient to make or enter into promises, contracts, or engagements to restore to the Native owners, or some of them, the whole or portions of the said lands, and by reason of the matters herein recited the area of land available for selection under the provisions of section 10 of the within-written contract may be reduced: And whereas before the execution of the within-written contract it was agreed between Her Majesty the Queen and the Company that this present memorandum should be indorsed thereon and executed by the parties thereto: Now know ye that it is hereby agreed between Her Majesty the Queen and the Company that, notwithstanding that those parts of the lands included in the said Second Schedule, which are therein described as aforesaid, have been shown by and included within a definite red border on the map marked C, annexed to the within-written contract, the actual boundaries of the same, which are to be withdrawn from sale and set apart to be granted to the Company as provided by clause 10 of the within contract, shall be altered in accordance with, and so as to give effect to, any contract, promise, or engagement entered into by or on behalf of Her Majesty, or by persons purporting to act on her behalf, relating to the said lands or any part of the same prior to the execution of the within-written contract, or else because the said lands have not yet been acquired by Her said Majesty, or because, in order to acquire the same or adjoining lands or any part thereof, it may have been found desirable or expedient to make and enter into promises, contracts, or engagements to restore to the Native owners, or some of them, the whole or portions of the said lands; and such altered boundaries shall to all intents and purposes after such alteration be deemed to be the actual boundaries of the said land for the purposes of Section No. 10 of the within-written contract, and the right of selection given by the within-written contract shall from henceforth apply and be deemed to extend only to the lands comprised within such altered boundaries, anything in the within-written contract to the contrary notwithstanding.

In witness whereof the parties hereto have respectively executed these presents this fifteenth day of April, one thousand eight hundred and eighty-two.

The seal of the Company was hereunto affixed this fifteenth day of April, one thousand eight hundred and eighty-two, at a meeting of Directors, and by order of the Directors.

JAS. WALLACE,
Secretary of the Company.

W. H. LEVIN,
G. V. SHANNON,
Directors.

(L.S.) Seal of the Wellington and Manawatu
Railway Company (Limited).

FOURTH SCHEDULE.

SCALE OF FARES AND CHARGES.—Vide *New Zealand Gazette* No. 87, October 24, 1881, pp. 1339-1374.