

1886.

NEW ZEALAND.

PURCHASE OF DISTRICT RAILWAYS.

WAIMEA PLAINS RAILWAY.

(COPY OF DRAFT AGREEMENT FOR PURCHASE OF).

Presented to both Houses of the General Assembly by Command of His Excellency.

THIS DEED, made the day of , 1886, between the WAIMEA PLAINS RAILWAY COMPANY (LIMITED), hereinafter termed "the company," of the one part, and the Hon. EDWARD RICHARDSON, Minister for Public Works, for and on behalf of Her Majesty the Queen (who, with his successors in office, is hereinafter referred to as "the Minister"), of the other part.

WHEREAS in consideration of the sum of £35,000 in cash to be paid by the Government on completion of transfer of property and an undertaking by the Government to settle with the Government Life Insurance Association as regards the debt due by the company to that association, amounting to £75,000, exclusive, however, of any interest that may have been due by the company to the said association on account of said debt up to the 31st March, 1886, which said interest is to be paid by the company, the company has agreed to sell, and the Minister for Public Works has agreed to purchase, the railway known as the Waimea Plains Railway, including stations and sidings, extending from the Government railway-line at Gore to the Government railway-line at Elbow (Lumsden Junction), in the Provincial District of Otago, a distance of about thirty-seven miles, together with all lands, permanent-way, buildings, materials, rolling-stock, tools, furniture, implements, and things of what kind soever belonging to or used in connection with the said railway in any manner whatsoever, as hereinafter more particularly appears:

Now these presents witness as follows:—

1. The company hereby agrees to sell, and the Minister, for and on behalf of Her Majesty the Queen, agrees (subject to approval as hereinafter mentioned) to purchase—Firstly, all those lands described in the First Schedule hereto; secondly, all that railway known as the Waimea Plains Railway, including stations and sidings, extending from the Government railway-line at Gore to the Government railway-line at Elbow (Lumsden Junction) a distance of about thirty-seven miles, including all materials, buildings, tools, rolling-stock, furniture, goods, chattels, property, effects, and things of what nature soever now in use on the said railway, or in hand for the future use of or used in connection with the same, some particulars of which are set forth in the Second Schedule hereto; together also with all that the estate, right, title, interest, privileges, and appurtenances of the company now acquired, or which may hereafter be acquired, in, to, over, or upon any lands, tenements, and hereditaments whatsoever for the purposes of the said railway or the works connected therewith, particulars of which said interests are set forth in the Third Schedule hereto.

2. That the purchase of the railway by the Minister as aforesaid, and these presents, are both made subject to the approval of the General Assembly of New Zealand and of the shareholders of the company; the Minister hereby undertaking to lay the proposal to purchase, together with a copy of this agreement, before both Houses of such Assembly during the present session of Parliament. If such proposal be not approved either by the General Assembly or the said shareholders as hereinafter mentioned, then these presents, and every clause, matter, and thing herein contained, shall determine and be absolutely void. Should such proposal and these presents be approved by the General Assembly and the shareholders aforesaid, then the purchase hereby intended to be made shall date as from the 31st March, 1886.

3. That the directors of the company shall, as soon as practicable after the adoption of this agreement by the General Assembly, convene an extraordinary general meeting of the company, and submit to such meeting a resolution assenting to the terms of these presents, and, in the event of such resolution being then passed, the said directors shall convene a general meeting of the shareholders of the company, to be held as soon as the same can by law be held, for the purpose of confirming such resolution, and shall immediately after the confirmation of such resolution, if the same shall be confirmed, notify such confirmation to the Minister for Public Works, and the company shall then proceed to perform this agreement on its part.

4. That the payment of the £35,000 before mentioned shall be made to the company in cash as soon as the contract hereinafter mentioned, and hereinafter referred to as "the said contract," has been entered into and all the conveyances and transfers of the hereditaments and premises herein agreed to be purchased by the Minister are executed to the satisfaction of the Government: Provided, however, and it is hereby expressly agreed, that the Minister shall not pay the company

the said £35,000 before the 31st January, 1887, unless it is convenient to the Government so to do, and moreover the said £35,000 shall not be paid on the 31st January, 1887, unless the said contract and all the necessary conveyances and transfers have been previously executed as aforesaid. The £75,000, representing a loan of £40,000 and a loan of £35,000 advanced by the Government Insurance Association to the company on the security of the property of the company and debentures issued by the company, will be redeemed by the Government upon terms to be agreed upon between the said association and the Government, and the interest on the said loans shall be paid by the Government to the holders of the said debentures from the 1st April, 1886; but the company shall remain liable for the payment of all interest due to the said association on the said loans up to the 1st April, 1886, and the interest so due shall be paid by the company to the said association before the £35,000 firstly herein mentioned is paid by Government to the company.

5. That the Government shall pay to the company interest at the rate of £4 per centum per annum on the sum of £35,000, part purchase-money aforesaid, from the 1st April, 1886, to the date on which the said sum of £35,000 is handed by the Government to the company or to its agent.

6. That the company shall remain liable for the discharge of all liabilities in connection with all or any work done or in progress by the company, and also in connection with all materials obtained or agreed for, and the lands taken or acquired in connection with the said railway by the company, up to the 31st March, 1886.

7. That the company shall not hereafter take any proceedings against any ratepayers who have paid or who are willing to pay one-half of such rates as the company is authorized by law to collect up to the 31st March, 1886; and if any such proceedings have been commenced by the company the same shall forthwith be stayed, and the company shall pay any costs incurred by it in respect of such proceedings: Provided, however, that any stay of proceedings made in terms of the foregoing provisions shall in no wise prejudice the remedies of the company, if any, for recovery of the remaining half of any such rates respectively in the event of Parliament refusing to ratify the agreement hereby intended to be made.

8. That the company shall be entitled to so much, if any, of the Government contribution, up to a limit of two-sevenths of deficiency of guaranteed interest between the 1st April, 1885, and 31st March, 1886, as may remain unpaid; but the company shall have no further claim on account of rates or guaranteed interest of any description for any period subsequent to the 31st March, 1886, aforesaid.

9. That, before the amounts above provided for to be paid to the company shall be so paid, the company shall refund to the Government a sum of £822 15s. 7d., due by the company to the Government in respect of guaranteed interest paid by the Government to the company in excess of the amount determined by "The Waimea Plains Railway Rating Act, 1885." The company shall also refund to the Government the sum of £57 9s. 3d., being the cost of the classification of the lands of the Waimea Plains Railway District, in pursuance of "The Waimea Plains Railway Rating Act, 1885."

10. That, in the event of this agreement being approved by the General Assembly as aforesaid, one-half of any rate which any ratepayers have paid in full to the company for any period prior to the 31st March, 1886, shall be returned by the said company to such ratepayers: Provided, however, that, if the General Assembly does not approve of this agreement, the rights of the company against the ratepayers shall not be prejudiced either as regards the recovery of rates in full for the past, or for the future, by reason of anything herein contained.

11. That the company shall and will, immediately upon the execution of these presents, inform the ratepayers, by a notice published twice in a newspaper circulating in the railway district, that the Government proposes to reduce their liability to be taxed for the guaranteed interest from 5 per cent. as at present, to a rate not exceeding one-half of £4 per centum per annum for twenty years from the 31st March, 1886, on the cost of the railway to the Government as defined by "The District Railways Purchasing Act 1885 Extension Act, 1886," and that the Government will introduce a Bill into Parliament during the present session validating such arrangement.

12. That the Bill to be introduced into Parliament to ratify this agreement shall contain provisions for removing difficulties, if any, in the way of enforcing payment of the half-rates aforesaid from the ratepayers from the 1st April, 1882, to the 31st March, 1886.

13. That the company will, as from the 31st March, 1886, keep separate accounts from those previously in use, showing the whole of the earnings and expenditure of and in connection with the railway, wherein shall be made all such entries as are usually made and entered in books of accounts of a like nature, and will furnish to the Minister proper extracts from the said books of accounts whenever called upon so to do; and all profit made by the company through working the railway after the 31st March, 1886, shall become the property of the Government, and shall be handed over to the Government accordingly before the purchase-money is paid.

14. That a good and satisfactory title shall be given by the company to Her Majesty the Queen for all lands mentioned in the First Schedule hereto, and to all properties hereby agreed to be sold; and the company shall pay for all such lands and properties all such sums of money, and do all such things in connection therewith, as may be due or awarded to the owners, lessees, or occupiers on account thereof, including the cost of completing the titles thereto, and of transferring the said titles to the Queen; and the company shall also convey to the Queen all its estate, right, title, interest, privileges, and appurtenances in respect of the land mentioned in the Third Schedule hereto.

15. That the company shall and will, before the purchase-money herein mentioned is handed over, give full effect to all existing agreements, either verbal or written, between itself and the land-owners through which the railway passes, or between itself and the adjoining local bodies.

16. That the company shall and will, before the payment of the purchase-money as aforesaid, and provided that Parliament has ratified these presents as aforesaid, execute a proper contract with His Excellency the Governor, or with whoever Parliament may appoint for the purpose, em-

bodying or ratifying all the conditions contained in this provisional agreement, and will execute such conveyances or assurances as may be necessary to convey to Her Majesty all the lands, properties, matters, and things herein agreed to be conveyed. Such conveyances and assurances shall be made at the expense of the company, and to the satisfaction of the Minister in all things, but the contract will be prepared by and at the expense of the Government.

17. That such of the muniments of title, if any, as relate to other property of the company, as well as to the premises hereby agreed to be sold, shall be retained by the company, and the company shall enter into the usual covenant with Her Majesty the Queen for production and furnishing copies of the same. The deed containing such covenant to be prepared by and at the expense of Her said Majesty.

18. That the company shall and will, as soon as these presents have been executed, procure and forward to the Minister all the information and documents respecting the Waimea Plains Railway which were asked for in a letter from the Minister to the company, dated the 14th November, 1884.

19. Provided always, and it is hereby lastly declared and agreed by and between the said parties hereto, that these presents are executed by way of escrow only, pending the approval of Parliament as aforesaid; and that, in the event of Parliament refusing or delaying to ratify the same, the company shall have no right of action against Her Majesty, or the Government of the colony, or the Minister, nor any claim to compensation for any damages which may occur to the company by reason of such delay or refusal.

FIRST SCHEDULE.

STATEMENT of the Situation, Sections, Number, and approximate Area of each of the Parcels of Land taken and acquired for the Waimea Plains Railway, and which the Waimea Plains Railway Company shall and will convey to the Queen.

No. of Section and District.	Area occupied by Railway.	From whom acquired.
Part Section 76, Block XVI., Gore ..	A. R. P. 0 2 37.9	Joseph Clark.
" 77, " XVI., " ..	0 3 0.6	D. A. Cameron.
" 83, " XVI., " ..	0 3 24.8	Thomas Green.
" 84, " XVI., " ..	0 3 0.7	
" 306, Hokonui ..	7 1 2.6	New Zealand Agricultural Company.
" 283, " ..	2 0 1	Edward Brennan.
" 285, " ..	1 3 32.5	
" 306, " ..	18 3 9.8	New Zealand Agricultural Company.
" 306, " ..	10 0 28	
" 289, " ..	1 1 0	David Stewart.
" 288, 306, " ..	7 3 7	New Zealand Agricultural Company.
" 138, " ..	9 2 33.8	
" 56, " ..	15 2 28	" "
" 56, " ..	7 3 16.2	" "
" 125, " ..	3 2 4.4	" "
" 55, " ..	7 0 35.8	" "
" 139, " ..	17 2 3.3	" "
" 247, " ..	0 0 36	" "
" 247, " ..	3 1 16	" "
" 247, " ..	5 2 10	" "
" 247, " ..	2 2 36	" "
" 264, " ..	7 2 33	" "
" 183, " ..	6 0 27.8	" "
" 183, 119, " ..	8 1 14	" "
" 119, " ..	1 2 34.7	" "
" 119, " ..	2 1 26.8	" "
" 507, " ..	7 3 17.9	" "
" 508, " ..	8 2 13.8	" "
" 509, 199, " ..	16 1 7	" "
" 149, " ..	4 1 33.8	" "
" 129, " ..	5 3 39.8	" "
" 535, " ..	5 2 15.2	" "
" 120, " ..	20 2 2	" "
" 120, " ..	5 1 21.9	" "
" 198, " ..	8 1 39.8	" "
" 45, " ..	2 0 4.9	" "
" 534, " ..	8 0 19.7	" "
" 195, " ..	8 0 3.9	" "
" 533, " ..	9 1 32.3	" "
" 348, " ..	4 0 33.3	" "
" 351, " ..	26 0 1	" "
" 338, " ..	0 2 31.7	" "
" 338, " ..	4 0 33	" "
" 339, " ..	7 3 28.5	New Zealand Agricultural Company.
" 370, " ..	1 1 22.4	" "
" 367, " ..	18 3 34	" "
" 368, " ..	3 2 5.7	" "
" 368, " ..	3 2 12.6	" "
" 321, " ..	6 2 28.5	" "
" 18, Block IX., Lumsden ..	0 1 0	D. Ross.
" 1, " X., " ..	0 0 19	R. Watson.
" 3, " X., " ..	0 0 14	"

All in the Provincial District of Otago; as the same are more particularly delineated on plan marked P.W.D. 14062, and deposited in the office of the Minister for Public Works, Wellington.

SECOND SCHEDULE.

STATEMENT showing Particulars of the Principal Materials, Buildings, Tools, Rolling-stock, Furniture, Goods, Chattels, Effects, and Things agreed to be Sold by the Waimea Plains Railway Company to the Queen.

Formation and works, culverts, bridges, permanent-way, sleepers, and sidings belonging to, or used in connection with, the Waimea Plains Railway between the Townships of Gore and Elbow, a distance of about 37 miles.

Buildings, stations, rolling-stock, plant, sidings, and fencing, as follows:—

Croydon	..	Siding, 4ch. 35ft.	Riversdale	..	1 Siding, 5ch.
		Siding to ballast-pit, 18ch. 33ft.			1 Loop, 12ch. 16ft.
Stony Creek	..	Siding, 5ch. 54ft.			1 Windmill.
		1 Stand and tank.			2 Force-pumps.
Mandeville	..	Siding, 5ch.			Tank-staging and coal-shed.
		Sheep- and cattle-yards.			6 Tanks.
		Loop, 12ch. 16ft.	Waimea	..	Goods-shed, 40ft. by 20ft.
		Passenger-platform, about 40ft.			1 Loading-bank, about 60ft.
		Goods-shed, 40ft. by 20ft.			1 Siding, 4ch. 57ft.
		Loading-bank, 40ft. by 30ft.			1 Siding to ballast-pit, 11ch.
Pyramid	..	Siding, 5ch.	Kingston Crossing	..	1 Siding, 4ch. 32ft.
		Passenger-platform, about 40ft.	Longridge	..	1 Siding, 5ch. 24ft.
Riversdale	..	1 Station-building, 40ft. by 10ft.			1 Loading-bank, about 20ft.
		1 Passenger-platform, about 40ft.	Lintley	..	1 Siding 4ch.
		1 Residence (4 rooms, stables, shed, water-closet), and 1 tank and stand.	Lumsden	..	1 Siding to engine-shed, 4ch. 38ft.
		1 Goods-shed, 40ft. by 20ft.			1 Engine-shed, about 50ft. by 20ft.
		1 Loading-bank, about 60ft.			1 Store, 8ft. by 8ft., on sledge.
		Sheep-loading yards.	Gore	..	1 Loop, 8ch.

Rolling-stock, 2 locomotives, Class O.

Fencing, 37 miles (about).

Length of railway, including sidings, 37 miles 69 chains and 43 links.

Tools, furnishings, rails, &c. :—

54 24ft. rails, 52lb., good.	1 Rasp.	1 Wash-out plug.
2 " " damaged.	1 Hatchet.	1 Spring-balance.
231 23ft. 10in. rails, 52lb., good.	1 Mallet.	2 Engine spring-straps.
2 " " damaged.	2 Ratchet-braces.	1 $\frac{3}{4}$ Box-spanner.
256 21ft. rails, 52lb., good.	7 Tool-boxes.	2 Duplicate buffer-washers.
2 " " damaged.	2 One-gallon oil-cans.	4 Gauge-glasses.
155 18ft. rails, " good.	4 Oil-feeders.	1 Duplicate dummy gland.
2 " " damaged.	1 Tallow-kettle.	180 lbs. Old brass.
24 Boxes rail-fastenings.	2 Engine head-lamps.	10 cwt. Scrap-iron, wrought and cast.
20 Chairs.	2 Hand-lamps.	1 Hose-pipe.
220 Pairs fish-plates.	2 Gauge-lamps.	7 Drills.
4 Trolleys.	2 Water-buckets.	2 Round files.
5 Levers.	2 Fire-shovels.	1 Curving-hook.
17 Bars.	2 Clinker-shovels.	1 Ratchet-frame.
8 Spanners.	2 Clinker-daggers.	1 Screw-cutter key.
6 Platelayers' braces.	2 Clinker-pickers.	1 Tool-box.
1 Carpenters' brace.	1 Rake.	1 Stop-block.
10 Bits.	1 Tube-rod.	1 Box-spanner.
4 Augur-bits.	2 Traversing screw-jacks.	4 Hammer-handles.
1 Augur.	2 Jack-bars for ditto.	16 Pick-handles.
4 Straight-edges.	2 Ratchets for ditto.	1 Adz-handle.
4 Mauls.	2 Bottle screw-jacks.	1 Case detonators.
10 Hammers.	2 Bars for ditto.	1 Cord and clamps (brass).
5 Gauges.	2 Plugging-tube bars.	1 Table.
4 Discs.	4 Duplicate emergency plugs.	2 Chairs.
4 Disc-lamps.	2 " brass	1 Sofa and cushions.
5 Signal-lamps.	2 Inch bars.	1 Washhand cabinet.
6 Sets signal-flags.	1 Slogging-hammer.	3 Office-lamps.
6 Spades.	1 Hand-hammer.	3 Brooms.
5 Adzes.	1 6in. Vice.	1 Hand-brush.
5 Barrows.	2 $\frac{1}{2}$ in. Screw-keys.	1 Mop.
12 Picks.	2 1in. "	1 Sponge.
2 Cold-chisels.	2 $\frac{3}{4}$ in. "	1 Chamois leather.
4 Cold-sets.	2 $\frac{1}{2}$ in. "	3 Hand signal-lamps.
2 Fang-holders.	4 $\frac{3}{4}$ in. "	1 Fender and fireirons.
3 Gimlets.	1 Box-spanner.	1 Piece Linoleum, 10ft. by 10ft.
2 Hand-saws.	2 Gland-packers.	3 Inkstands.
1 Crosscut-saw.	4 Hook-spanners.	1 Tumbler.
1 Jim crow and bar.	4 Chisels.	1 Copying-press.
2 Spirit-levels.	3 Punches.	1 Fount and brush.
1 Inspectors' gauge.	2 Monkey-wrenches.	2 Rulers.
1 Plumb-rule.	1 Caulking-chisel.	1 Oil-feeder.
2 Velocipedes.	2 Double-ended $\frac{1}{2}$ in. screw-keys.	1 Hand-truck.
1 Grindstone and frame.	2 Duplicate spring-pins.	18 Tarpaulins.
3 Carpenters' chisels.	1 " safety-valve.	1 Small tarpaulin.
1 Square.	1 Hand-brush.	20 Ropes.
1 Foot-rule.	1 Slush-lamp.	20 Spring-locks.
1 Tape.	2 Oil-tin quarts.	2 Padlocks.
1 Punch.	6 Files.	2 Cash-boxes.
1 Flat file.		

THIRD SCHEDULE.

STATEMENT of the Reserves occupied by the Waimea Plains Railway.

Approximate Mileage.	Area occupied by Railway.	Hokonui Survey District.
M. ch.	A. B. P.	
0 0	..	Portion of Government Railway Reserve, Town of Gore.
0 13	..	" Medway Street, Town of Gore.
..	..	" Blocks III. and IX., Police Reserve, Town of Gore.
0 17	..	" Norfolk Street and Irwell Street, Town of Gore.
0 24	..	" Trafford Street, Town of Gore.
0 31	..	" Lyne Street, Town of Gore.
0 37	..	" Avon Street, Town of Gore.
0 44	..	" Surrey Street, Town of Gore.
..	4 0 36	Railway reserve between Blocks XVII., XVIII., XIX., XX., XXI., XXII., XXIII., XXIV., and XXV., Town of Gore.
0 54	..	Portion of Denton Street, Town of Gore.
2 75	..	" road between Sections 306 and 424, Hokonui Survey District.
4 30	..	" " " " 288 and 138, " "
5 50	..	" " " " 124 and 138, " "
6 70	..	" " " " 138 and 56, " "
7 72	..	" " along frontage of Section 56, " "
8 10	..	" " " " 125, " "
8 44	..	" " between Sections 125 and 55, " "
to	..	" " along frontage of Section 55, " "
9 7	..	" " passing through Section 247, " "
10 40	..	" " " " 182, left bank of Waimea Stream.
11 0	..	" " " " 182, Hokonui Survey District.
11 15	5 3 27	Railway reserve through Section 182, Hokonui Survey District.
..	..	Portion of road passing through Section 182, Hokonui Survey District.
11 45	..	" " " " 264, " "
13 10	..	" " " " 119, " "
..	9 0 32	Part of Section 551, Hokonui Survey District.
..	19 1 21	" " " " 552, " "
14 38	..	Portion of road between Sections 552 and 554, " "
..	9 2 35	Part of Section 554, Hokonui Survey District.
14 70	..	Portion of road between Sections 554 and 557, " "
..	15 0 34	Part of Section 557, Hokonui Survey District.
15 70	..	Portion of road between Sections 507 and 471, " "
..	8 0 21	Part of Section 471, Hokonui Survey District.
16 17	..	Portion of road between Sections 471 and 508, " "
..	8 0 35	Part of Section 469, Hokonui Survey District.
..	1 2 0	" " " " 476, " "
..	2 0 0	" " " " 560, " "
19 0	..	Portion of road between Sections 560 and 565, " "
..	20 2 7	Part of Section 565, Hokonui Survey District.
20 18	..	Portion of road between Sections 129 and 561, " "
..	18 3 20	Part of Section 561, Hokonui Survey District.
23 0	..	Portion of road through Section 120, Hokonui Survey District.
..	3 2 11	Part of Longridge Township, Hokonui Survey District.
23 64	..	Portion of road between Sections 198 and 45, Hokonui Survey District.
..	9 1 15	Part of Section 564, Hokonui Survey District.
26 33	..	Portion of road through Educational Reserve, Section 242, Hokonui Survey District.
..	21 0 21.7	Part of Section 242, Hokonui Survey District.
..	16 1 4.7	" " " " 405A, " "
30 50	..	Portion of road through Section 338, Hokonui Survey District.
31 39	..	" " between Sections 370 and 367, Hokonui Survey District.
..	11 1 7.2	Part of Section 407, Hokonui Survey District, Lintly Village.
34 24	..	Portion of road through Section 368, Hokonui Survey District.
..	16 3 0	Portions of Blocks VIII., VII., and III., in South Lumsden.
35 43	..	Portion of Kent Street, South Lumsden.
35 71	..	" Lanark Street, " "
36 18	..	Portions of Pluto Street and Hero Street, Lumsden Township.
..	0 1 0	Part of Section 2, Block X., Lumsden Township.

All in the Provincial District of Otago, as the same are more particularly delineated on the plan marked P.W.D. 14062, deposited in the office of the Minister for Public Works, at Wellington.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

The common seal of the Waimea Plains Railway Company (Limited) was hereunto affixed at a duly-constituted meeting of directors of the said company, held at the office of the company, this day of , 1886, in presence of

Signed, sealed, and delivered by the Hon. Edward Richardson, Minister for Public Works, for and on behalf of the Queen, in the presence of

[Approximate Cost of Paper.—Preparation, nil; Printing (1,400 copies), £4 11s.]

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