

their railway until the whole is completed and opened for traffic, and thereafter in doubling and improving (by the erection of stations or otherwise) their railway until the same is made a first-class double line throughout; and thereafter one half of such surplus shall be expended by the company in such manner as they may think fit, and the other half shall be paid by them to the Queen, without any deductions.

If anything herein contained shall require the assent of the New Zealand Parliament, the Queen will use her best endeavours to procure such assent before the end of the year 1890.

And it is hereby declared that the said original contract of the 17th day of January, 1885, and all the covenants, agreements, provisions, terms, and conditions thereof, is hereby confirmed, save so far as the same is modified by any of the foregoing provisions.

16. And it is hereby declared and agreed that if at any time hereafter any dispute, difference, or question shall arise touching the construction, meaning, or effect of these presents, or any clause or thing herein contained, or the rights or liabilities of either of the said parties under these presents, or if the Queen and the company shall be unable to come to an agreement within the meaning of clause 6 of these presents as to the cost of any section of the said railway, to be ascertained as aforesaid, or otherwise howsoever in relation to the premises, then every such dispute, difference, or question shall be referred to the arbitration of two indifferent persons, one to be appointed by each party to the reference, or an umpire to be appointed by the arbitrators in writing before entering on the business of the reference. And if either party shall refuse or neglect to appoint an arbitrator within ~~one~~ three calendar months after the other party shall have appointed an arbitrator and shall have served a written notice upon the first-mentioned party requiring such party to make an appointment, then the arbitrator appointed as aforesaid shall, at the request of the party appointing him, proceed to hear and determine the matters in difference as if he were an arbitrator appointed by both parties for that purpose, and the award or determination which shall be made by the said arbitrators or arbitrator, or of such umpire, if the arbitrators shall disagree, shall be final and binding upon the said parties hereto respectively, so as such arbitrators or arbitrator shall make their or his award in writing within three calendar months after the reference to them or him, or on or before any later day to which the said arbitrators or arbitrator, by any writing signed by them or him, shall enlarge the time for making their or his award, and so as such umpire shall make his award or determination in writing within one calendar month next after the original or extended time appointed for making the award of the said arbitrators shall have expired, or on or before any later day to which the umpire shall, by any writing signed by him, enlarge the time for making his award. And also that no action or legal proceedings shall be commenced or prosecuted by either of the said parties hereto against the other of them touching any of the said matters in difference unless the party to be made defendant to such action or proceedings shall have refused or neglected to refer such matters to arbitration pursuant to the provisions hereinbefore contained, or unless the time limited for making such award as aforesaid shall have expired without any such award being made. And also that all necessary witnesses on behalf of either of the parties to such reference, and all persons claiming through them respectively, shall submit to be examined by the said arbitrators, arbitrator, or umpire upon oath or affirmation in relation to the matters in dispute, and shall produce before the arbitrators, arbitrator, or umpire all books, deeds, maps, papers, accounts, writings, and documents within the possession or power of the said respective parties which may be required or called for, and do all other things which, during the proceedings on the said reference, the said arbitrators, arbitrator, or umpire may require, and that the witnesses on the reference shall, if the arbitrators, arbitrator, or umpire shall think fit, be examined on oath or affirmation. And that the costs of the reference and award shall be in the discretion of the arbitrators, arbitrator, or umpire, who may direct to and by whom and in what manner the same or any part thereof shall be paid. And that the submission to reference, and any award made in pursuance thereof, may, at the instance of either of the parties to the reference, and without any notice to the other of them, be made a rule or order of the *High Court of Judicature in England* or of the Supreme Court of New Zealand. Provided that, if, by the terms of any award made under any such reference as aforesaid, any money shall in any manner be payable by the Queen or the Government to the company no attachment or execution, or process in the nature thereof, shall be issued by or on behalf of the company upon any rule or order of the Supreme Court as aforesaid *unless and until the Governor shall, on behalf of the Queen, at as early a date as practicable, have taken all such steps as may be necessary to have such money specially appropriated by the General Assembly to satisfy the said award, and the payment of such money shall have been refused by the General Assembly.* Provided also that nothing herein contained, excepting the provision of clause 11, shall be deemed to control or interfere with any provision for arbitration contained in the said Act or the principal Act therein mentioned.

And, lastly, it is declared and agreed that these presents and everything herein contained shall be read and construed subject to the provisions of the said Act and the principal Act, except where the same are expressly authorised to be modified and are modified pursuant to any Act amending the said Acts or either of them.

And also that, wherever in these presents it is provided that any appointment, instrument, or notice, or any other act or thing, power or authority whatsoever, may be made, executed, given, done, performed, or exercised by the Queen, or by or on behalf of the Queen, then, unless special provision to the contrary is made herein, it shall be sufficient if such appointment, instrument, or notice, or other act or thing, power or authority is made, executed, given, done, performed, or exercised by the Governor on behalf of the Queen, or by such person or persons as he may from time to time appoint for all or any of the purposes herein mentioned.

In witness whereof these presents have been signed by

, the Governor of the Colony of New Zealand, and the seal of the colony hath been hereunto affixed, and the common seal of the company hath been hereunto affixed, the day and year first within mentioned.