

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 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 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 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 such 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 44 shall be deemed to control or interfere with any provision for arbitration contained in the said Act or the principal Act.

Proviso as to mode of providing for money claim against Queen.

Not to interfere with provisions as to arbitration in certain Acts.

48. It is also 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 hereby expressly modified pursuant to any Act amending the said Act, it being hereby declared that as enacted by "The Midland Railway Contract Act, 1887," these presents shall be and are intended to operate as a substitute for the original contract.

Contract to operate as a substitute for original contract as required by "The Midland Railway Contract Act, 1887."

49. 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,

Provision that appointments, instruments, acts, and things to be made