

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 soil 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: