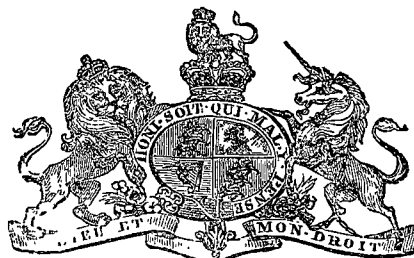


New Zealand.

ANALYSIS.

Title.	in Council may contract with it. Contents and effect of contract.
Preamble.	
1. Short Title.	3. Lands affected by contract shown in maps attached.
2. On New Zealand Midland Railway Company being registered in New Zealand Governor	Schedules.

1886, No. 13.

Title. AN ACT to amend "The East and West Coast (Middle Island) and Nelson Railway and Railways Construction Act, 1884."
[30th July, 1886.]

Preamble. WHEREAS by deed made the seventeenth day of January, one thousand eight hundred and eighty-five, between Her Majesty the Queen of the one part and William Chrystall, John Tucker Ford, George Hart, John Thomas Matson, Thomas Shailer Weston, John Honeycomb Cock, Charles Yates Fell, Henry Douglas Jackson, Albert Pitt, and James Sclanders all therein respectively described of the other part, the contract set out in the First Schedule to this Act was made in the manner and on the terms and conditions therein particularly mentioned: And whereas the said deed was duly laid before the General Assembly in the session thereof held in the year one thousand eight hundred and eighty-five, in compliance with the twelfth section of "The Railways Construction and Land Act, 1881," and the said deed is hereinafter referred to as "the original contract:" And whereas by deed made on or about the fourteenth day of May, one thousand eight hundred and eighty-six, the original contract was, with the consent of the Agent-General of New Zealand, on behalf of the Queen, duly assigned to a joint-stock company lately formed in England, and incorporated under the style of "The New Zealand Midland Railway Company (Limited)," and hereinafter referred to as "the company:" And whereas the deposit of five thousand pounds provided to be paid by the contractors under the original contract has been paid by the company to the said Agent-General on behalf of the Queen: And whereas it has been proposed by the company that certain modifications in the original contract shall be made, the nature and terms whereof are generally indicated in the correspondence set out in the Second Schedule hereto, and it is expedient that the authority of

the General Assembly should be given for making a further contract embodying such modifications as hereinafter provided :

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows :—

1. The Short Title of this Act is “The East and West Coast (Middle Island) and Nelson Railway and Railways Construction Act Amendment Act, 1886.” Short Title.

2. Upon the company being duly registered in New Zealand under the provisions of “The Companies Act, 1882,” the Governor in Council may, on behalf of Her Majesty the Queen, enter into a contract with the company under this Act. On New Zealand Midland Railway Company being registered in New Zealand Governor in Council may contract with it.

In such contract the company shall undertake to carry out and be bound by all the provisions of the original contract with such modifications thereof as are mentioned in the correspondence set out in the Second Schedule hereto ; and such modified contract, and any allocation of land thereunder, shall be deemed to be a contract made and an allocation of land approved under the provisions of “The East and West Coast (Middle Island) and Nelson Railway and Railways Construction Act, 1884,” and the principal Act therein mentioned, and shall, immediately upon the execution thereof, and without any further or other proceeding, be operative and have full force and effect, notwithstanding that the terms thereof may be repugnant to, or inconsistent with, the provisions of the said Acts, or either of them : Provided that the company shall have the right to deviate from the line of railway as delineated on the plan marked A attached to the original contract from Lyell to Nelson in such direction as may be agreed upon between the Government and the company. Contents and effect of contract.

3. The part of the colony in which the company shall be entitled to select the lands to be granted to it under the modified contract is delineated in the maps marked A and B respectively referred to in the tenth clause of the original contract, and copies of such maps are set out in the Third Schedule hereto : Provided always that all lands comprised within the area delineated in the map marked B, and set out in the Third Schedule hereto, and which are not or shall not be withdrawn from sale shall not be Crown lands within the meaning of “The East and West Coast (Middle Island) and Nelson Railway and Railways Construction Act, 1884.” Lands affected by contract shown in maps attached.

Schedules.

SCHEDULES.

FIRST SCHEDULE.

CONTRACT ENTERED INTO BETWEEN HER MAJESTY THE QUEEN AND THE CONTRACTORS FOR THE EAST AND WEST COAST (MIDDLE ISLAND) AND NELSON RAILWAY.

THIS DEED, made the 17th day of January, 1885, between HER MAJESTY THE QUEEN who with her heirs and successors is and are hereinafter referred to as "the Queen," of the one part; and WILLIAM CHRYSSTALL, merchant; JOHN TUCKER FORD, stock and station agent; GEORGE HART, gentleman; JOHN THOMAS MATSON, auctioneer; THOMAS SHAILER WESTON, barrister, all of Christchurch, in the Colony of New Zealand; JOHN HONEYCOMB COCK, merchant; CHARLES YATES FELL, solicitor; HENRY DOUGLAS JACKSON, manager of savings-bank; ALBERT PITT, solicitor; and JAMES SCLANDERS, merchant, all of Nelson, in the said colony, who, with their heirs, executors, or administrators, and assigns, are hereinafter collectively referred to as "the contractors," of the other part.

WHEREAS, in pursuance of the provisions of "The Railways Construction and Land Act, 1881," hereinafter in these presents referred to as "the principal Act," and of "The East and West Coast (Middle Island) and Nelson Railway and Railways Construction Act, 1884," hereinafter in these presents referred to as "the said Act," the contractors are desirous of constructing and maintaining a line of railway to connect the East and West Coast of the Middle Island, from Springfield, in the Provincial District of Canterbury, to Brunnerton, in the Provincial District of Westland, so as to connect at Springfield aforesaid with the New Zealand Government railway already constructed, and having its terminus there and at or near Brunnerton with the New Zealand Government railway already constructed, and connecting Brunnerton aforesaid with the Town of Greymouth; and also a further line of railway from Brunnerton aforesaid to or near Belgrove, in the Provincial District of Nelson, so as to connect there with the New Zealand Government railway already constructed, and leading thence to the City of Nelson, and connecting the same with the first before-mentioned line of railway, and which two several lines of railway are intended to be constructed simultaneously, and are hereinafter throughout these presents together referred to as "the said railway," 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, upon, and about the said railway the business of railway carriers in all its branches: And whereas, at or immediately before the execution of this contract, the Governor of the Colony of New Zealand, in pursuance of the power conferred on him by the fourth section of the said Act, and with the advice of the Executive Council of the said colony, determined that the route of the railway in the said Act mentioned, so far as the first hereinbefore-mentioned line of railway is concerned, and which is described in the said Act as the East and West Coast (Middle Island) Railway, should be by way of Arthur's Pass, in the said Middle Island, to Brunnerton, and the said railway is intended to be constructed as nearly as may be by that route, and along the line shown in red upon the map marked "A" hereunto annexed; and the said railway, together with the line to Belgrove, is estimated to be of the length of two hundred and thirty-five miles or thereabouts: And whereas the Governor of New Zealand, acting with the advice of the Executive Council of the colony, and in pursuance of the provisions of "the principal Act" and of "the said Act," and especially also of the fourth and nineteenth sections of "the said Act," and of all other powers and authorities him thereunto enabling, has agreed with the contractors for the construction, maintenance, and working of the said proposed line of railway upon the terms and conditions hereinafter set forth, and otherwise for the purpose of giving effect to the provisions of the said Act:

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

1. The contractors shall and will with all convenient speed, and within the term of ten years, computed from the date of these presents, or within such further time after the expiration of that period as may be allowed in that behalf under these pre-

sents, at their own expense in all things, construct and completely finish a line of railway between Springfield and Brunnerton aforesaid, and Brunnerton and Belgrove aforesaid, and will construct such line of railway along the line shown in red upon the map marked "A," hereunto annexed, and known as "the Arthur's Pass route," to Brunnerton, and thence by way of Reefton to Belgrove, or as near thereto as practicable; such railway to be constructed and, when completed, to be maintained and worked in all respects under and subject to the provisions of the principal Act and the said Act and of any other Acts relating thereto, and also under and subject to the terms and conditions of this contract.

2. The said 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 an engineer or engineers appointed for that purpose from time to time by the Governor (any one of whom is hereinafter referred to as "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, or such modifications thereof as the engineer shall from time to time approve, 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 of a similar character 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: provided always that the grades on the line to be constructed shall not be steeper than 1 in 40 on the straight, with a sufficient flattening on curves to give equivalent haulage power, and that no curve shall be of a less radius than five chains.

3. All rolling-stock and plant to be from time to time used or employed upon the said railway or in connection therewith shall be of like character and at least equal strength in all respects to the rolling-stock and plant in general use upon railways constructed by the Government of New Zealand, and so as to be sufficient both in quality and quantity for effectually carrying on the traffic on the said railway as may from time to time be requisite or necessary.

4. The contractors will, within twelve months from the date hereof, deposit in the Public Account of the colony, to a separate account, in such manner as the Colonial Treasurer for the time being may direct, the sum of £5,000, such deposit to be held as a guarantee for the performance, after the payment thereof, of the conditions of this contract, and the same to bear interest at the current rate for Government deposits in New Zealand, and to be forfeited and become the absolute property of the Queen in the event of the contractors failing to carry out this contract, but to be returned, together with all interest accruing due thereon as aforesaid, to the contractors as soon as permanent works on or connected with the said railway shall have been executed by them to the satisfaction of the engineer and to the value of £10,000 at the least.

5. The contractors will, within two years from the date of this contract, or within such extended period after the expiration of such two years as may be allowed under the powers hereinafter contained, expend a sum of not less than £150,000 in the construction and execution of permanent works under its provisions on the said railway, 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 thereafter.

6. The power conferred by the 48th section of the principal Act shall be deemed to extend to and include all works of every kind executed by or on behalf of the contractors 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 contractors at their office in Christchurch, or at the last-known place of abode or business of any of the contractors in Christchurch, 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 contractors shall cause the same to be made, executed, or supplied within the period specified in such notice, as the case may require.

7. Upon the construction of the said railway and upon its being opened for traffic the contractors shall, from time to time and at all times, use, work, and manage the said railway to the best advantage in all respects, and shall, on every week-day, cause at least one train for the conveyance of passengers and goods to be despatched each way along and upon the said railway, the time of arrival and departure of each such train at the several termini to be approved by the Governor from time to time under the powers hereinafter contained: Provided that the obligation to run such daily trains shall not be compulsory if at any time any part of the said line is unsafe or dangerous for traffic and the contractors are taking all necessary steps to render the same safe. The provisions of this clause shall also extend and apply to any complete section of the said railway open for traffic.

8. The contractor shall not at any time 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 first had and obtained; but this clause shall not be deemed to affect or interfere with or in anywise abridge the powers of borrowing given by the said Act: Provided that the Governor may at any time appoint any person, in the colony or elsewhere, for the purpose of consenting to any such assignment; and no such consent shall be arbitrarily withheld, either by the Governor or by any person so appointed as aforesaid. And, if the contractors shall assign or dispose of this contract with such consent first obtained as aforesaid, all liabilities of the original contractors named herein under this contract shall, upon such assignment being completed, absolutely cease and determine; but such liabilities shall be deemed to be transferred to the assignees of such original contractors in the same manner as if they had been named as the parties hereto of the second part.

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 contractors in manner following, that is to say,—

9. So soon as the line is surveyed and marked out on the ground by the contractors the Queen will, with all convenient speed, after being requested in writing by the contractors so to do, and at their expense, put them into possession of all Crown lands then in the possession and at the disposal of the Governor of New Zealand or the Government of the colony, for the purposes of the construction of the said railway of the width and extent necessary for such construction, and of any Crown land adjacent thereto which may be available and in such possession or at such disposal as aforesaid, which, in the opinion of the engineer, may be required for side cuttings, ballasting, spoil-banks, and road-approaches and road-diversions: Provided that nothing herein contained shall be deemed to require the Governor to cause possession of any land to be so given which is used for gold-mining purposes, or which may be subject to the terms of any special Act of the General Assembly affecting the same.

And whereas, for the purpose of giving effect to sections 7 and 8 of the said Act, the several parties to these presents have consented and agreed to the following provisions:—

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

10. That, as soon as conveniently may be after the execution of this contract, upon the application in writing of the contractors, the Governor in Council shall, under and in pursuance of the seventh section of the said Act, forthwith cause sufficient Crown lands then being in the possession of the Queen to be withdrawn from sale and set apart to be granted to the contractors, and to be dealt with in the manner provided by 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 total cost of constructing the said railway shall be the sum of £2,500,000, the total length being estimated at 235 miles, of which said sum £1,500,000 is the estimated cost of that part of the said railway from Springfield to Brunner-ton, and

£1,000,000 the estimated cost of that part of the said railway from Brunnerton to Belgrove.

- (b.) For the purpose of such selection the several parts of the land to be set apart as aforesaid shall respectively be deemed to be of a value per acre to be calculated and ascertained as soon as conveniently may be after the execution of this contract, in the manner prescribed by subsection (3) of section 8 of the said Act, such total value to be £50 per centum of the total estimated cost of the said railway: Provided that no land shall be granted to the contractors at a less value than 10s. per acre, nor shall any land be included in such valuation which may, under the authority of the said Act, be granted to the company gratuitously for the construction of the permanent-way, or as sites for railway-stations, stores, or other buildings.
- (b¹.) For the purposes of such selection the Governor in Council hereby admits and agrees that all blocks of land to be surveyed under section 7 of the said Act shall be in the form of parallelograms, and shall have a frontage to the said line of railway of not less, in any case, than one-fifteenth of the depth of such block.
- (b².) And, further, that no such blocks shall be of such a depth as will carry them beyond the watershed nearest to the said line of railway of each of such several blocks.
- (b³.) The choice of alternate blocks of land surveyed under the provisions of this contract shall be conducted and made in the manner set forth in subsection (1) of section 8 of the said Act.
- (c.) For the purposes of such selection the value of all the lands to be ultimately granted to the contractors shall be ascertained in manner aforesaid, such valuation to be commenced as soon as possible after the payment of the sum of £5,000 mentioned in the fourth clause hereof, upon the written request of the contractors; and the same shall be continued thereafter with all convenient speed until completed.
- (d.) For the purposes of the said selection the said railway shall be deemed to be divided into the several sections, numbered from 1 to 35, shown, in figures coloured red and in circles, upon the said 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 railway, or any section thereof which can be worked for public traffic, has been completed and is fit for such traffic in accordance with the said Act, the contractors shall be at liberty to select, and shall receive, a grant for so much of the said lands as, looking to the valuation thereof, to be made as aforesaid, 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 contractors are entitled to select, the decision of the Governor shall be binding and conclusive on the contractors, and every such selection shall be subject to the approval of the Governor.
- (e.) In case it shall be necessary to take advantage of the provisions of subsection (2) of section 8 of the said Act, then the Crown lands indicated on the map hereto annexed, marked "B," by red lines, and marked "Lands withdrawn from sale," or so much thereof as shall be necessary for the purpose of giving effect to the said Act and this contract, shall be set aside in the manner hereinbefore provided, the Governor of New Zealand, with the advice of the Executive Council, being of opinion (as appears by the execution of these presents) that the lands so indicated as aforesaid will be specially benefited by the construction of the said railway.
- (f.) All the preceding provisions of this contract applicable to the granting of land by way of concession shall extend and apply accordingly, subject, however, to the express provisions of the said Act.

11. Every grant made under clause 10 of this contract shall be subject to the provisions of the said Act respecting the terms and conditions upon which grants or concessions of Crown lands may be made to a company thereunder.

12. All by-laws and regulations made under the principal Act or any other Act for the conduct of traffic on the said railway, and for the working and management thereof, shall from time to time be subject to approval by the Governor; and, subject thereto, the maximum tolls, fares, rates, and rents to be charged by the contractors

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 contractors' sheds or warehouses, shall not exceed the scale for the time being in force upon the Wellington to Masterton Railway, with 25 per centum added thereto; and, until such last-mentioned scale shall have been altered by the Minister pursuant to the power vested in him in that behalf, shall not exceed the scale for the said railway set forth in the schedule hereto attached, with 25 per centum added thereto:

13. Provided that the contractors 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:

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

15. And it is agreed that, if the contractors shall not be able to construct and finish the said railways within the period hereinbefore limited in that behalf, or if they shall not, within the period of two years, have expended £150,000, as hereinbefore provided, the Governor in Council may, by writing indorsed on these presents, if satisfied that the delay has not been occasioned by the wilful default or neglect of the contractors, extend the said periods or either of them for such time as he shall deem reasonable, and any such extension may be made although the period to be extended has not yet expired, or may be made after such expiration.

16. 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 ten years from the completion of the said railway, provided that, if, under the provisions of the principal Act or the said Act, or under this contract, the Governor shall be entitled to take possession of the line of railway or any part thereof, then that, in lieu of exercising such right of taking possession, he may, if he thinks fit, exercise the right to purchase the said railway, although the said period of ten years may not have expired, or the said railway may not have been wholly constructed; and such right shall be deemed to arise on his giving six calendar months' notice of his intention to the contractors to exercise this right; and thereupon, and without any further notice, as prescribed in the principal Act, the price to be paid for the said railway shall be ascertained and determined as provided by the principal Act, except that section 118 thereof shall not apply.

17. If from any cause the sum of £5,000, as provided by the 4th section of this contract, shall not be deposited as aforesaid within the time specified, this contract shall become liable to be rescinded and to be made null and void and of no effect, at the instance of either of the parties hereto; but the Queen shall not be entitled to compel payment of such deposit or to recover any moneys or penalties either as damages or compensation, or on any other account, from the contractors, in consequence of such avoidance of this contract, nor shall the contractors incur any liability by reason thereof, or of their execution of these presents: Provided that, after such deposit has been made, both of the parties hereto shall have all the rights and remedies legally or equitably attaching to these presents.

18. The word "Governor," in this contract, has the like meaning as is attached thereto by "The Interpretation Act, 1878." Any notice required to be given to the contractors under the principal Act or the said Act, or under these presents, may be given to any of the contractors, or left for them at the last-known place of abode or business of any of them in Christchurch. And the term "Company," where used in the said Act, shall, in respect of any power, right, or duty to be exercised or performed by the Governor in Council, or the Governor, or the contractors, extend to and apply to the contractors under these presents as effectually as if they were a company within the meaning of the said Acts hereinbefore mentioned or either of them.

19. And it is hereby lastly agreed that, in case any provision of this contract as to the allocation of land thereunder shall be modified either wholly or in part by a resolution or resolutions of the General Assembly of New Zealand at the next ensuing session thereof, the contractors shall not have any claim or demand upon or against the Queen or the Government of the Colony of New Zealand for any loss or damage by reason of such modification or in consequence of the operation of any such resolution; and any property, estate, right, or interest that may have been acquired by the

contractors under or by virtue of these presents shall, to the extent and in the manner specified in any such resolution, be and be deemed to have again become the property of the Queen or to re-vest in the Queen, as 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 principal Act or the said Act is vested in or may be exercised by the Governor in Council, or the Governor, or the Minister for Public Works.

In witness whereof these presents have been signed by Sir William Francis Drummond Jervois, the Governor of the said colony, and the public seal of the colony hath been hereunto also affixed; and the said parties hereto, of the second part, have hereunto also set their hands and seals on the day and year first hereinbefore written.

Signed, sealed, and delivered by the said William Chrystall, John Tucker Ford, John Thomas Matson, Thomas Shailer Weston, George Hart, and Charles Yates Fell, in the presence of— T. DE RENZY HARMAN,
Solicitor, Christchurch, N.Z.

W. CHRYSTALL.
JOHN TUCKER FORD.
JOHN T. MATSON.
T. S. WESTON.
GEORGE HART.
J. H. COCK.
CHARLES Y. FELL.
H. D. JACKSON.
ALBERT PITT.
JAMES SCLANDERS.

Signed, sealed, and delivered by the said John Honeycomb Cock, Henry Douglas Jackson, Albert Pitt, and James Sclanders, in the presence of— PHILIP TOPLISS,
Law-clerk, Nelson, N.Z.

SCHEDULE OF RATES.

THE maximum rates proposed to be authorized on the East and West Coast Railway of the Middle Island are to be calculated at a rate of 25 per centum above those hereunder.

	For any Distance not exceeding 10 Miles.	Per Mile after first 10 Miles.
<i>Animals—</i>	s. d.	£ s. d.
Horses, one only	10 0	0 0 3
Horses, each additional one belonging to same owner	7 6	0 0 2½
Cattle, one only	7 6	0 0 2½
Cattle, each additional one belonging to same owner ...	5 0	0 0 2
Calves (one year old and under), one only ...	4 0	0 0 1½
Calves, each additional one belonging to same owner ...	2 0	0 0 0¾
Sheep, goats, pigs, one only	4 0	0 0 1½
Sheep, goats, pigs, each additional one belonging to same owner	2 0	0 0 0¾
Sheep, goats, pigs, and calves, in large lots, per truck, loaded and unloaded by owner, who takes all responsibility and risk	15 0	0 1 0
<i>Carriages, &c.—</i>		
Carriages, two-wheeled	10 0	0 0 4
Carriages, four-wheeled	12 6	0 0 5
Drays	12 6	0 0 5
<i>Goods and Merchandise—</i>		
Per ton per mile, minimum weight, 2 cwt.	0 0 7
Minimum charge	1 0	...
In addition to above charges, a terminal charge will be made not exceeding, per ton	0 3 0

	£	s.	d.
<i>Grain—</i>			
Grain of all kinds, flour, green horse-feed, per ton per mile, minimum weight 2 tons	0	0	3
In smaller quantities, as merchandise, a terminal charge will be made, not exceeding per ton	0	3	0
<i>Mineral and Animal Manures—</i>			
Per ton per mile, minimum quantity, 4 tons	0	0	2½
Minimum charges, coal, for 3 miles and under	0	1	6
Minimum charges, coal, over 3 miles and not exceeding 15 miles	0	2	6
Minimum charges, other minerals	0	1	3
Small lots, in packages or bags, as merchandise
Every loading or unloading done by the company, per ton	0	1	6
<i>Wool—</i>			
Undumped, per bale per mile (bale not to exceed 4cwt.)	0	0	1½
Undumped, for each bale exceeding 4cwt., extra per mile	0	0	0½
Undumped, minimum charge per bale	0	1	0
Double-dumped, per bale, per mile (bale not to exceed 8cwt.)	0	0	2½
Double-dumped, for each bale exceeding 8cwt., extra per mile	0	0	0½
Double-dumped, minimum charge per bale	0	1	6
Each loading or unloading done by the company, per bale, undumped	0	0	4
Each loading or unloading done by the company, per bale, dumped... ..	0	0	8
<i>Timber—</i>			
Sawn timber, per 100ft. superficial, per mile	0	0	0¾
Sawn timber, minimum charge per 100ft. superficial	0	0	7
Heavy timber, per 100ft. superficial, per mile	0	0	1
Heavy timber, minimum charge per 100ft. superficial	0	1	0
Australian timber. Rate and a half for each loading or unloading done by the company, per 100ft. superficial	0	0	4
A truck load is computed at 5 tons. A fraction of a mile is counted as a mile. A truck of firewood must not exceed 3 tons.			
<i>Passengers—</i>			
First class, per mile	0	0	3½
Second class, per mile	0	0	2½
<i>Minimum charge—</i>			
First class	0	0	6
Second class	0	0	4
Return fares equal one and one-half single fares. A fraction of a mile is counted as a mile.			
Notice is also hereby given that a maximum rent or charge to be made for the storage of goods, produce, or merchandise, shall be as follows:—			
<i>Storage—</i>			
On all goods not removed within twelve working hours of their arrival, per ton, per day	0	2	0
<i>Demurrage—</i>			
On all trucks not unloaded by the consignees within four working hours of their arrival, per truck, per day	1	0	0

J. H. Cock.
C. Y. Fell.
H. D. Jackson.
Albert Pitt.
John Tucker Ford.

James Sclanders.
W. Chrystall.
J. T. Matson.
T. S. Weston.
George Hart.

SECOND SCHEDULE.

EAST AND WEST COAST AND NELSON (MIDLAND) RAILWAY
(CORRESPONDENCE RELATING TO).

MR. SALT to the AGENT-GENERAL.

The New Zealand Midland Railway Company (Limited).

SIR,— 24, Throgmorton Street, E.C., 15th April, 1886.
Referring to our conversation of the 20th ultimo and subsequently, in which it was agreed that a letter should be written expressing more fully than in the telegram sent by Mr. Scott to the Christchurch Committee, on the 12th ultimo, the various points as to the construction of the Acts of Parliament and the contract of the 17th January, 1885, I now beg to define those points as follows:—
First. That the selection of the land to be ultimately granted to the company shall be commenced by it as soon as reasonably possible after the assignment to them of the contract, the valuation being of course carried on concurrently.
As soon as each block of land is selected and valued, it shall be at once set aside by the Government (if that be not already done) in such way as may be agreed upon, so that it shall be held for the sole benefit of the company as soon as earned by them.
Notwithstanding any order in which the company may select the lands to be ultimately granted to them, the company shall be entitled to apply for and obtain Crown grants of the various blocks or sections in any order which they may choose.
Second. That the Government admit that the term "cost price," at which they have the right hereafter to purchase the line, shall be deemed to include interest upon the cost during construction, provided that the total sum so expended does not in any case exceed £500,000.
Third. That the Government will at once enter into agreements with the company for giving and receiving mutual running powers and terminal facilities over their respective lines of railway, on the basis, as a minimum, of those given to the most favoured company or other railway owners or authority; such agreement more particularly to give the company access to the Ports of Lyttelton, Nelson, and Greymouth, and to the termini appertaining to the Government lines at those ports or at Christchurch.
Fourth. That the time during which the sum of £150,000 must be expended in accordance with the contract shall be forthwith extended until the 17th day of July, 1887.
I have further to request that, in order to remove any doubts, you will undertake, on behalf of the Government, that they will, if necessary, introduce a Bill into the New Zealand Parliament, in the coming session, to give powers to the Government to deal with all or any of these matters in the fullest possible way, and to use their best endeavours to carry such Bill.

I am, &c.,
THOMAS SALT.

The AGENT-GENERAL to MR. SALT.
Midland Railway of New Zealand.

SIR,— 7, Westminster Chambers, S.W., 19th April, 1886.
I have to acknowledge the receipt of your letter of the 15th instant, in which you explain more fully the concessions which your company asked for in Mr. Scott's telegram to the Christchurch Committee on the 20th March. In reply, I have to point out that, as some of these concessions may be held to involve variations either in the contract of 17th January, 1885, or in the East and West Coast Railway Act of 1884, they can only be made legally effectual by legislation. But as my Government are desirous of facilitating as far as possible the formation of your company, in order that the railway may be commenced at once, they have authorized me to come to an agreement with you respecting those concessions, and I now proceed to state the terms upon which I am ready to accede to them.

1. As to the Selection.

(a.) The company to be at liberty, as soon as reasonably can be done after the assignment of the contract, to make selections of the land that will be ultimately granted to them upon completion of successive sections of the line; and the valuation of the land as selected to go on concurrently with every selection as it is notified. Whenever the company makes a selection adjoining the line, the Government to be at liberty to make an alternate selection of equal size for themselves.

(b.) As soon as the blocks of land are selected and valued, the same to be set aside in such way as may be agreed upon by the Government and the company, to the intent that they may be held for the sole benefit of the company as and when the same shall have been earned by the completion of successive sections of the line.

(c.) Notwithstanding any order in which the company may select the blocks of land, the company to be at liberty, as and when each section of the line is completed by them, to declare which block or blocks shall be Crown-granted to them, up to the value of the completed section, without regard to the order in which their selections were made.

2. As to Interest during Construction.

If the Government exercise their right to purchase the line, such a sum to be added to the price (determined under the Act) as is equal to the amount which may have been actually paid to the shareholders or debenture-holders of the company as interest during construction, for the period ending 31st July, 1892; the rate not to exceed an average of 4 per cent. per annum, except in the case of the first half million of capital raised, in regard to which the rate to be 5 per cent.; the total amount to be added to the price of the railway not to exceed £400,000.

3. As to Running Powers.

The Government and the company to enter into an agreement for giving and receiving mutual running powers and terminal facilities over their respective lines, on the basis of the most favoured body or person owning railways in New Zealand, or having authority over the same. Such agreement to give the company access to the Ports of Lyttelton, Nelson, and Greymouth, and to the Government railway termini at those ports and at Christchurch.

4. As to Time for the £150,000.

The time for expending the first sum of £150,000, in accordance with the contract, to be extended to 31st July, 1887.

5. As to the Deposit of £5,000.

This amount to be paid to me upon the assignment of the contract being executed.

6. As to the Assignment of the Contract.

The assignment to contain a covenant by the company to execute, in New Zealand, a contract, in such form as the Government require, whereby the company, being domiciled in the colony, shall directly contract with the Government to carry out the provisions of the assigned contract, to the intent that the contract with the company shall be brought within the law of the colony. The contract so executed between the Government and the company to contain a covenant similar to the one in the assigned contract, restricting the company from assigning it without the consent of the Government; and the present assignment to contain a provision restricting the company from making any assignment before the new contract is executed in the colony.

7. As to the Form of Assignment.

In case of difference between the respective solicitors of the company and of the Government, the draft to be settled by some eminent counsel to be agreed upon between us.

8. As to an amended Act.

The Government to introduce, and use their best endeavours to pass, in the coming session of the New Zealand Parliament, an Act ratifying the preceding provisions.

Thomas Salt, Esq.

I have, &c.,
F. D. BELL.

Messrs. BURCHELL and Co. to the AGENT-GENERAL.

Re *New Zealand Midland Railway.*

DEAR SIR,—

5, The Sanctuary, Westminster, S.W., 20th April, 1886.

We are much obliged to you for so kindly sending us the draft of the letter you propose to write to Mr. Salt, and are quite unable to suggest any amendments, as it appears to us to cover in the most comprehensive way all the questions which have been raised.

Sir F. Dillon Bell, K.C.M.G., &c.,
Agent-General for New Zealand.

We are, &c.,
BURCHELL AND CO.

THIRD SCHEDULE.

(Maps attached.)

Maps deposited in Parliament Offices, Wellington.