

North-East Valley Road Board for encroaching or interfering with a road or road reserve alleged to be in the North-East Valley Road District, and all other claims by any Road Board, Corporation or individual for encroaching upon, or interfering with any road or street by means of the said railway and works or otherwise.

5. That the Governor will observe and perform the provisions in certain leases or agreements made between the Railway Company or the surviving Contractors of the one part and certain other persons of the other part, for the letting of certain rooms and places connected with the said railway as refreshment rooms at Dunedin and at Port Chalmers respectively, so far as the same are expressed to be performed by or on behalf of the said Railway Company or the said surviving Contractors.

6. The Governor or the Postmaster-General will immediately on the execution of these presents, cancel a certain contract existing between the said Railway Company and the Governor or Postmaster-General, for the carriage of mails on the said railway.

7. That neither the Queen, nor any one on her behalf, shall or will, at any time hereafter, have or make any claim or demand against the said surviving Contractors or the said Railway Company or the New Zealand Company for or by reason of any defect in the construction of the said railway or works, but the same shall, after delivery shall be given, be deemed to have been and to be constructed in accordance with the terms of the said contract of the twenty-fifth day of January, one thousand eight hundred and seventy, made with the said Superintendent of Otago, for the construction of the said railway, and in accordance with the terms of the said contract, dated the eleventh day of July, one thousand eight hundred and seventy-one, made between the Contractors and the said Railway Company for the completion of the said railway.

And this deed also witnesseth, and it is hereby agreed and declared by and between the Governor on such behalf as aforesaid of the one part, and the surviving Contractors of the other part, that if the Governor, or the Minister of Public Works on his behalf, shall elect to purchase all or any of the plant, tools, or implements used by the said surviving Contractors in, for, or about the construction of the said railway, and not forming part thereof, and not belonging to the said Railway Company, or the New Zealand Company the said surviving Contractors will sell and deliver to the same to the Governor or the said Minister at or for such price as shall be fixed by valuation as hereinafter provided; but the Governor shall not be bound to purchase, or take the whole or any part or parts of such plant: Provided, however, that if the Governor, or the said Minister elect not to purchase such plant, tools, or implements, or any of them, then as to so much and such parts as he elects not to purchase, the Governor shall permit the said surviving Contractors to leave the same at their risk, on such part of the land within the fences as shall be mutually convenient, for the period of not more than twelve months from the delivery of possession of the said railway to the Governor, free of charge to the said surviving Contractors. And it is hereby also agreed and declared by and between the parties hereto, that all valuations which are according to the provisions hereinbefore contained to be made, shall be made either by one person, to be from time to time agreed upon by the New Zealand Company and the Minister for Public Works for the time being, or if the New Zealand Company and the Minister cannot agree upon such one person, then by three persons, one to be appointed by the New Zealand Company, and another to be appointed by such Minister, and a third to be appointed by the two valuers so appointed before commencing the valuation, and the valuation made by such three persons, or any two of them, shall be binding on all the parties hereto. And whereas the said surviving Contractors some time since reclaimed from the sea for the said Railway Company a certain parcel of land situate near to the entrance to the railway tunnel at Port Chalmers, comprising half an acre or thereabouts, on part of which the said Railway Company afterwards erected an iron shed, now used in connection with but not forming part of the said railway and works, and which said land and shed the said Railway Company had prior to the negotiations with the Governor, agreed with the New Zealand Company to lease to them for a term of six years at a peppercorn rent for the purposes of a wool store: It is agreed between the New Zealand Company and the Governor, on such behalf as aforesaid, that if the Governor or the Minister for Public Works shall require such land and shed, and shall signify to the New Zealand Company, within three months from the taking of such possession as aforesaid, his desire that such land shall be retained by the Queen for the purposes of such railway, then such piece of land and shed shall, as between all the parties to these presents, be deemed to belong to Her Majesty discharged from the said agreement; and in such case the Governor shall, within six months from the day of the date hereof, reclaim or purchase or otherwise acquire, and shall demise at the yearly rent of one peppercorn to the New Zealand Company, in exchange therefor, for the term of six years from the date of so reclaiming, purchasing, or acquiring the same, some other piece of land suitable for the site of a wool store, and to the satisfaction of the New Zealand Company, of equal area, situate at Port Chalmers, and near to the terminus of the said railway; and the New Zealand Company shall, as soon as may be after the election of the Governor to retain possession of the same, be entitled to be paid by the Governor for such iron shed such sum as shall be fixed by valuation to be made as hereinbefore provided. And at the expiration of the said term of six years, the New Zealand Company shall also be entitled to be paid by the Governor such sum as shall be fixed by valuation to be made as aforesaid of any buildings to be erected on the said land so to be demised to them by the Governor as aforesaid, unless the Governor shall, at least twelve months before the said period of six years, decide to issue a free grant of the freehold and inheritance of the said land to the New Zealand Company in lieu of paying such valuation, and of