

(5.) The Contractor shall demand and obtain consignment-notes, and give receipts for all goods brought to it for conveyance on the tramway upon receiving same, and shall take receipts for all goods delivered up by it, and all such consignment-notes and receipts shall be taken and given on the forms in use on the New Zealand railways, proper supplies of which the Contractor shall obtain on application to the railway Stationmaster at Winton aforesaid. The Contractor shall pay the Commissioners for all supplies of forms furnished to it. For each and every breach of this provision the Contractor shall be liable to forfeit to the Commissioners the sum of £1 sterling if demanded.

(6.) The Contractor shall collect from the consignors or owners of goods all rates and charges set forth in the scale in the Second Schedule hereto, or which may be collectable under any proper regulation made by the Commissioners and applicable to the said tramway.

(7.) The Commissioners shall allow the Contractor to retain such charges by way of consideration for services rendered by the Contractor for the Commissioners, and the Contractor shall have no other claim against the Commissioners for any services whatsoever rendered on or about the said tramway or for any services performed for the public, or for damages or compensation for or on account of any bodily injuries suffered by any person, or for or in respect of any damages or injuries to or loss of goods arising out of carrying on the traffic on the said tramway, or from other operations connected with maintaining and working the same.

(8.) The Contractor shall pay all claims for damage or injuries which may have occurred to any goods, or for the loss of any goods while in the Contractor's custody, and all claims for damages by reason of bodily injuries to any person, and all expenses arising out of any action against the Commissioners for or on account of any such claims or in connection with working the traffic on and maintaining the said tramway by the Contractor which may be incurred by the Commissioners.

(9.) The Contractor and its employés will be subject to the by-laws, rules, and regulations, for the time being of the New Zealand railways.

(10.) The Contractor will be allowed the use and occupation of the said tramway only for the purposes of this contract.

(11.) Should the Contractor fail or neglect to run convenient and suitable conveyances for traffic throughout the whole length of the said tramway-line once in each direction for two clear days, the Commissioners may cancel this contract by giving one month's notice to the Contractor in writing.

(12.) The Contractor shall maintain legible printed schedules of the rates and charges specified in the said Second Schedule hereto posted at the various stopping-places along the said tramway-line open for the convenient examination of the public.

(13.) The Contractor's way-bills, receipts, and consignment-notes and other traffic accounts shall at all times be open to the inspection, audit, and use of any officer whom the Commissioners may appoint, and the said tramway and all premises and offices and appliances thereon shall at all times be open to the inspection and examination of such officer as the Commissioners appoint.

(14.) Should the Contractor fail or neglect to fulfil any of the provisions of this contract the Commissioners may cancel this contract by giving one month's notice in writing to the Contractor, and thereupon this contract shall be absolutely void, but without releasing the Contractor from any liability in respect of the breach of any covenant herein expressed.

(15.) Disputes about the interpretation or execution of the contract shall be referred to James McKerrow, Joseph Prime Maxwell, and William Mowat Hannay, all of Wellington, the Commissioners appointed under "The Government Railways Act, 1887," or other the Commissioners for the time being appointed under the said Act, or the majority of them, and their decision shall be final and binding.

III. And for the consideration aforesaid the Contractor doth hereby further covenant with the Commissioners that the Contractor will at all times during the said period of seven years keep the said Forest Hill Tramway, and the whole of the rolling-stock, rails, sleepers, and works appurtenant thereto, and all the appliances of every sort and description comprising the said tramway, or used in connection therewith, in good working-order and repair, to the satisfaction of the Commissioners.

And it is hereby declared and agreed that it shall be lawful for the Commissioners or any officer appointed by them at any time and from time to time during the said period of seven years, but after the first day of December, one thousand eight hundred and ninety, to enter upon or inspect, view, and examine the said tramway and all rolling-stock, rails, sleepers, and matters appurtenant thereto, and all the appliances of every sort comprising the said tramway, or used in connection therewith, in order to ascertain the state of repair and condition of the same; and of all defects and wants of reparation in respect of the said tramway and premises then and there found, to give and leave notice in writing to the Contractor (such notice being sufficient if signed by any such officer on behalf of the Commissioners) requiring the Contractor immediately to repair and make good the same in compliance with the covenant on the part of the Contractor in that behalf hereinbefore contained. And in the event of the Contractor failing to so repair and make good the said tramway and premises, or any part thereof, as required by such notice, for the space of time stated in such notice, it shall be lawful for the Commissioners (but without prejudice to their right to cancel this contract as hereinbefore provided) to enter upon the said premises and repair the same at the costs and expense of the Contractor, and to remain in possession of the said tramway and premises for such time as may, in the opinion of the Commissioners, be necessary or requisite for such purpose, and to recover from the Contractor the expense of such reparation, in case the same shall not be prepaid by the Contractor within twenty-one days after notice in that behalf given to it, or left for it on the said premises, by an action at law or otherwise.

And this deed further witnesseth that, in pursuance of the said agreement and in consideration of the said covenants hereinbefore contained on the part of the Contractor, the Commissioners hereby covenant with the Contractor, that the Contractor shall be allowed at all times during the