

from the completion of the works, and for the supply of all such plant and materials as the Contractors are to supply under the provisions of this contract as aforesaid, the sum of seventy-six thousand five hundred and thirty-four pounds (exclusive of the supply of such plant and materials as by the said Specifications and Conditions it is provided the Queen or the Government of New Zealand shall supply, and subject to the provisions contained in the Conditions and Specifications for increase and decrease in case of extras or deductions, and to the provisions contained in the said Specifications or Conditions for extra payment to the Contractors by percentages on the cost of such works as, by such Specifications it is provided, the Contractors are to receive payment by way of percentage on the cost thereof).

4. The Queen shall and will make payments to the Contractors upon account of the said sums herein agreed to be paid at the rate and times, and upon the terms and conditions mentioned in the said Specifications and Conditions.

5. In the event of the said works and buildings being damaged or destroyed by floods while the same are in the hands of the Contractor or unfinished, if the cost incurred by the Contractor in repairing or restoring the same exceed the sum of two thousand pounds, one moiety of such excess shall be borne by the Contractor and the other moiety shall be paid to the Contractor by the Queen, the amount thereof to be settled by arbitration in the manner in the said Conditions provided, in case the Contractors and the Engineer do not agree as to the amount (if any) to be paid to the Contractors by the Queen in respect of such damage or restoration; but if the cost incurred by the Contractors in and about such repairs and restoration do not exceed the sum of two thousand pounds, the whole of such cost shall be borne by the Contractors.

Lastly. The parties hereto shall and will each respectively perform, observe, and fulfil all and singular the conditions and stipulations expressed or contained in the said General Conditions and Specifications, and which thereby it is provided shall be performed, observed, or fulfilled by such parties respectively.

In witness whereof the Seal of the Colony has hereunto been affixed, and the said Contractors have hereunto set their hands and seals, the day and year first above written.

Sealed with the Seal of the Colony,
and signed by the Governor, in
the presence of
WILLIAM FOX.
J. D. ORMOND.

G. F. BOWEN,
Governor.

Signed, sealed, and delivered by the
above-named Alexander Brogden,
Henry Brogden, and James
Brogden, in the presence of
WM. THOS. LOCKE TRAVERS,
Solicitor, Wellington.

ALEXANDER BROGDEN,
By his Attorney, James Brogden.
(Seal.)
HENRY BROGDEN,
By his Attorney, James Brogden.
(Seal.)
JAMES BROGDEN.
(Seal.)

(Seal of the Colony.)

Approved in Council, August 10th, 1872.

FORSTER GORING,
Clerk of the Executive Council.