

2. On acceptance by the Agent-General of any tender, our responsibility is to cease.
3. We are to receive for our services in connection with the proposed purchases a commission of five pounds (£5) per centum on the amount of purchase money, as ascertained by the accepted tenders; such commission to be paid to us in London by the Agent-General within seven days after the acceptance of each tender.

In connection with the foregoing arrangements, we should, of course, be under the ordinary obligations of skilled agents.

In reference to the proposed works, we should expect the Government to deliver to us at the ship's side, at the nearest and most convenient port at which the same may be available for each work, the materials for permanent way and rolling stock necessary for such work, and particularly that the rolling stock which we are entitled to use under the specifications for construction should be delivered in time to enable us to use it.

Should the foregoing terms be agreed to, we are willing to construct the Invercargill and Maitara Railway, so far as regards the matters mentioned in the enclosed specifications of works, for the sum of £86,697, for the proposed length of 39 miles 56 chains, with three miles of sidings, with the addition of £2,135 for maintenance for three months, with 1,200 cubic yards extra ballast.

The Auckland and Waikato Railway, so far as regards the matters mentioned in the enclosed specification of works, for the sum of £169,484 for the proposed length of 41 miles 34 chains, with two miles of sidings, with the addition of £2,200 for maintenance for three months, without any extra ballast.

Bridge repairs from O, at or near Newmarket, to 4 miles and 47 chains towards Waikato, on section, to be charged as extras.

Napier and Paki Paki Railway, from Napier to Port Napier, so far as regards the matters mentioned in the enclosed specification of works, for the sum of £13,732, for the proposed length of 2 miles and 10 chains, with the addition of £106 for maintenance for three months without extra ballast.

From Napier to Paki Paki, so far as regards the matters mentioned in the enclosed specification of works, for the sum of £37,075, for the proposed length of 16 miles and 3 chains, with one mile of siding, with the addition of £860 for maintenance for three months without extra ballast; should line from Napier to Port Napier not be made, extra haulage on material to be allowed; but this offer is further subject to these following conditions:—

1. That we shall be entitled to an extension of time for any delay in the delivery of materials for permanent way and rolling stock to be supplied by the Government.
2. That all materials and rolling stock imported by us for the purposes of the works shall be free of Customs duties, wharfage dues, and of all General or Provincial Government and local charges of all kinds; and that in the case of the Invercargill and Maitara Railway, we shall be entitled to the carriage of the same, and of men employed by us and of all other materials to be used in the works or required for the purposes of the same, free of charge, on the Bluff and Winton Railway.
3. That the Government shall defray the cost of erecting a telegraph line along the lines of the proposed railways, for the use of the works during the periods of construction and maintenance.

The above-mentioned sums are estimated for payment in cash. Should the Government propose to pay for the work in debentures under the terms of the agreement of December last, the above sums will in each case be increased at the rate of 1 per cent.

We beg to point out that should the Government wish us to proceed with the construction of the proposed works, pending the final adoption of Contract No. 3, under the provisions of the agreement of December last, it would be desirable to alter the terms of paragraphs 5, 6, and 7 of that agreement, and we shall be willing to consent to any modification of those clauses which may facilitate the operations of the Government.

Should the Government see fit to carry out the proposed alteration in the mode of providing the materials for the permanent way and rolling stock as above mentioned, the general conditions as agreed to will have to be altered, but we apprehend that this need not cause much delay. We are, however, advised that it will be necessary that the foregoing modifications of the agreement of 18th December last should be effected by deed.

These tenders are made without prejudice to our rights under the above-mentioned agreement of December last.

We have, &c.,
JOHN BROGDEN & SONS.

The Hon. the Minister for Public Works.

NAPIER and PORT NAPIER RAILWAY.

Work to be executed in compliance with Plans and Specifications.

Excavation, earth, rock; Ditching, top of cuttings one side, bottom of cuttings both sides; Trimming and forming before ballasting; Pitching, road diversions, including metalling; Bridges and Culverts, timber, piling, iron; Permanent Way in New Zealand, exclusive of rails and fastenings, ballast, rail-laying, sleepers, cartage, waste and loss; Maintenance for three months without extra ballast. The cost of stations is not included in the specification or tender.

JOHN BROGDEN AND SONS.

NAPIER AND PAKI PAKI RAILWAY.

Work to be executed in compliance with Plans and Specifications.

Excavation, earth; Ditching, top of cuttings one side, bottom of cuttings both sides; Forming Lines, trimming and forming before ballasting; Road Diversions, including metalling; Level crossings 1st class, level crossings 2nd class, level crossings 3rd class. Bridges and Culverts, excavation for foundation and outfalls, timber, piling, iron; Fencing, cattle stops, gates. Permanent Way in New Zealand, exclusive of rails and fastenings; Ballast, rail-laying, sleepers, cartage, waste and loss; Sidings, earthwork,