

We learn that Dr. Featherston has arrived in England, but none of our firm have yet seen him. We shall hope to hear of your safe arrival in New Zealand.

The Hon. Julius Vogel, the Treasury,
Wellington, New Zealand.

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

PRELIMINARY CONTRACTS.

Extract from Appendix to the Journals of the House of Representatives, A.-6, 1871, pages 22 to 48 inclusive.

PAPERS RELATING TO MR. VOGEL'S MISSION TO ENGLAND, APPENDIX E.

RAILWAYS.

ARTICLES OF AGREEMENT entered into this 26th day of June, 1871, between Sir George Ferguson Bowen, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, and Governor and Commander-in-Chief of Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same (hereinafter called "the Governor"), of the one part, and Alexander Brogden, M.P., Henry Brogden, and James Brogden, all of No. 4, Queen's Square, in the City of Westminster, Railway Contractors (hereinafter called "the Contractors"), of the other part.

WHEREAS by articles of agreement purporting to have been entered into on the 21st day of June, 1871, and to be made between the Governor and the Contractors, after reciting as therein is recited, it is declared that it was thereby mutually covenanted and agreed by the Governor, on behalf of himself and his successors, with the Contractors, their executors, administrators, and assigns, and by the Contractors, and each of them, for themselves, and himself, and for their respective heirs, executors, administrators, and assigns, with the Governor, his successors and assigns, in manner therein mentioned (*inter alia*), that was to say: That the Governor would, as therein mentioned, entrust to the Contractors, and they would make and execute such railways in New Zealand as the Governor might desire, and provide such plant as he might require for the same, to an extent in cost not exceeding £4,000,000. That the Governor would cause the necessary surveys, plans, and sections of the railways, the making of which was to be entrusted to the Contractors, to be prepared and deposited; and the said railway should be made in the order, and course, and generally as the Governor should direct. That, when and so soon as the plans, sections, and specifications should have been so prepared, the said railway should be divided into sections as therein mentioned, and the probable cost of making each such section, and the times within which such section should be made, should be determined in manner therein mentioned. That the Minister, thereafter defined to mean the Minister for Public Works, or other public officer at the head of that department, and the Contractors, should, before the Contractors entered upon the making of the said railways, agree upon a schedule of prices, according to which the Contractors should be paid for any deviations from the said plans and sections, or any alterations, diminutions, additions, or substitution of work or materials. That the Governor should provide all land required for the said railway as and in manner therein mentioned. That the Minister should be at liberty to direct any deviations, alterations, diminutions, additions, or substitutions to be made in, from, or to the said railway, in such manner and upon such terms and conditions as were therein particularly mentioned. That the Contractors should not make any deviations from the said plans, sections, and specifications, unless authorized as therein mentioned. That if, by reason of any deviation, alteration, addition, or substitution as aforesaid, the Contractors should be delayed in completing the said railway, or any section thereof, within the time within which the same ought to have been completed, the Contractors should be allowed an extended time to complete the same, proportioned to such delay. That the Contractors would from time to time deposit with the Colonial Treasurer the probable amount which they would require to expend in New Zealand during the then next three calendar months, to be estimated in manner therein mentioned, which should from time to time be paid out to them as the works progressed, upon certificates, as therein mentioned, of the Engineer (the meaning of Engineer being therein defined). That all the railways should be made in strict accordance with the said plans and specifications, and to the satisfaction in all respects of the Engineer, and within the time therein mentioned or referred to. That the Contractors should provide all such plant (which term is therein defined to mean engines, rolling stock, fixed stock, and machinery for the working of and carrying on of traffic upon the railways) as and in manner and upon the terms therein particularly mentioned, and should pay for the same out of their own moneys. That the Contractors should keep and maintain the railways in thorough efficient working order, and properly work the same, and run such number of trains, and charge such fares and rates, as are therein also particularly mentioned. And by the said articles of agreement provision is made that in case the Contractors, or either of them, should become bankrupt or insolvent, or make any composition or arrangement with their creditors, or should not carry on the said works with due diligence, after notice as therein mentioned, the Governor might determine the now reciting agreement as regards the said railway, or any section or sections thereof, not then completed and open for traffic. And it is by the said articles of agreement further declared that it was agreed that the Contractors should in all things abide by, comply with, and conform to all such laws, regulations, and by-laws as were therein mentioned or referred to, and would make compensation to all persons who might sustain injury or loss through the negligence or wrongful act of the Contractors in making or working any of the said railways. And, further, that the Contractors should not assign or sublet the now reciting contract without such approval, and subject to such conditions as were therein mentioned; and after providing for the furnishing of proper accounts relating to the said railways by the Contractors to the Governor, and that the latter might deduct out of any moneys in his hands belonging or payable to the Contractors all sums payable by them to him under the now reciting articles of agreement, and after