

4. The sum of £25,000, so secured by deposit of securities as above recited, shall continue to be so secured until the Contractors shall deposit the said sum of £25,000 as aforesaid, or until the same sum shall be so raised as aforesaid; and the same sum, when so deposited or raised as aforesaid, shall, at the risk of the Contractors, be invested from time to time in such securities as the Agent-General, or other officer for the time acting in England on behalf of the Governor and the Contractors, shall from time to time agree upon.

5. The Colonial Treasurer for the time being shall, on behalf of the Governor, hold the said sum of £25,000, and all securities for the same to that extent in value, as a security for the due performance and fulfilment by the Contractors of the covenants and agreements by and on the part of the Contractors respectively contained in the said articles of agreement, or such one of the same as the Governor shall have so executed, with reference to the making and completing the railways, and the providing the plant for the same, as in the same articles of agreement respectively mentioned.

6. If the Engineer mentioned in the said articles of agreement respectively, or such one of them as shall be executed by the Governor, or the Minister to whom appeal from the Engineer lies, according to the same articles, shall have given his certificates or certificate that all the railways to which both or such one of such articles of agreement as the case may be relate or relates, have been made and completed to his satisfaction, and that all the plant for the same has been provided, and delivered and placed on the same, then, immediately after the giving of such certificates or certificate, the said sum of £25,000, and all securities for the same, shall, at the expense of the Contractors, be transferred and delivered to them, or to such person or persons as they shall direct.

7. If default shall be made by the Contractors in the due performance and fulfilment of all or any of the covenants and agreements in the said recited articles of agreement, or such one of the same as may be executed by the Governor as aforesaid, as the case may be, respectively contained with reference to the making and completing of all the railways to which the said articles of agreement shall relate, and the providing the plant for such railways, then immediately thereupon the said sum of £25,000, or securities as aforesaid to the extent in value of £25,000, and no more; and all dividends, interest, and moneys thenceforth to become due and payable on or in respect of the same shall become absolutely forfeited to the Governor for the use of Her Majesty; but all surplus securities beyond the value of £25,000 shall be handed over to the Contractors.

8. Until and unless the said sum or securities shall become forfeited to the Governor, as last aforesaid, all dividends and interest which shall from time to time accrue and become due and payable, and be actually received by or on behalf of the Governor or the Colonial Treasurer for the time being, on or in respect of any such securities as aforesaid shall, from time to time as and when the same shall be so received, be paid to the Contractors or to such person or persons as they shall direct.

9. The Governor, by executing these presents or ratifying or confirming the same, shall bind only the Colony of New Zealand, and shall not be deemed to have bound himself personally, or to have incurred any personal responsibility or liability whatsoever; and no action or suit, at law or in equity, or other proceeding whatsoever shall be brought or taken against the Governor in respect of these presents elsewhere than in the said colony, nor in the said colony, unless by some Act or law of the said colony it is now or shall hereafter be provided that actions, suits, or proceedings, in respect of contracts entered into by the Governor on behalf of the colony, may be brought or taken against the Governor as a nominal defendant.

10. The said Julius Vogel shall not, by reason of his having entered into such negotiations as are hereinbefore referred to, or of his executing these presents, incur, or be taken to have incurred, any responsibility or liability whatsoever.

11. The above recitals shall not be held or construed in any manner or to any extent to vary or affect the said recited articles of agreement.

In witness whereof the Governor hath hereto set his hand and seal of office, the said Julius Vogel hath hereto set his hand, and the Contractors have hereunto set their hands and seals the day and year first above written.

No. 1.

ARTICLES of AGREEMENT entered into this 21st 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, of the one part; and Alexander Brogden, Esquire, M.P., Henry Brogden, and James Brogden, all of No. 4, Queen's Square, in the City of Westminster, Railway Contractors, of the other part.

WHEREAS by "The Immigration and Public Works Act, 1870" (and subject to the provisions of that Act), the Governor is empowered (section 12) to construct or cause to be constructed any lines of railway which shall be prescribed by the General Assembly as railways to be constructed under that Act, and to acquire the necessary engines, plant, and machinery for working and using the same or any of them, and (section 13) by Proclamation published in the *New Zealand Gazette* to declare and define the limits and description and line of such railways, and the lands proposed to be taken for the purpose of the same (subject to the provisions of any Act defining such limits and descriptions), and (section 15) to contract to pay for such works in money, or by grant of any lands which he may be authorized by law to contract to grant as compensation for such works, or to agree (on such terms as he shall think fit) to let or rent such railway, or guarantee to the Contractor or his assigns a certain amount of profits on the working thereof, or (on such terms as he may think fit) to pay an annual or other sum as subsidy for the construction or working thereof, or (on such terms as he shall think fit) to sell or purchase such railway when constructed, and in such case, either with or without conditions, for the repurchase thereof, or that any such agreement may include any or all of such arrangements, or any other arrangement which in the opinion of the Governor shall be calculated to carry out the object of the Act, and not conflict with the same. And (section 39) the Governor is