

GENERAL FENCING SPECIFICATION.

The fencing to be used shall be of three kinds, to be known as Qualities Nos. 1, 2, and 3.

Quality No. 1.—Quality No. 1 shall consist of a sod wall, 3 feet 3 inches broad at base, 1 foot 3 inches broad at top, and 4 feet 6 inches high. It shall be carefully built in uniform layers from 8 to 10 inches thick, and bonded together. A ditch, at least 2 feet 6 inches wide and 1 foot 6 inches deep, shall be dug on each side, and carried through the wall where necessary for the drainage of the line or adjoining land. The wall is to be carried over such ditches on sound totara timber 3 inches thick.

Quality No. 2.—Quality No. 2 shall consist of post, ditch, mound, three wires, and top-rail.

Quality No. 3.—Quality No. 3 shall consist of post, five wires, and top-rail.

The timber used in Qualities Nos. 2 and 3 shall be totara, matai, kauri, or manuka, or other specially approved timber.

The posts to be of split timber, cut square at ends, mortised for rails, and well rammed when in their places. A straining post, 9 feet long, 6 inches in diameter, and well stayed, shall be put in at intervals of not more than 5 chains, and at each crossing of existing fences.

The top-rails shall also be of split timber, scarfed at ends, neatly fitted into mortise holes cut in the posts, and securely fixed with wedges.

The wires shall consist of the best black annealed wire, of No. 5 Birmingham gauge, and shall be fastened to outside of posts with suitable staples.

The mound, in fencing Quality No. 2, shall be of tough firm sods, as specified for sod wall. It shall be 3 feet wide at base, 2 feet wide at top, and 1 foot 6 inches high.

Existing fences crossed and cut down shall be connected with the railway fences, and left in a condition at least equal to that in which they were found.

The Contractor shall provide temporary slip-rails or panels in the permanent fencing where required for the accommodation of occupiers, and will give every other facility of access to their lands across the line until the permanent crossings and roads are constructed.

JOHN CARRUTHERS.

JOHN BROGDEN AND SONS.

MEMORANDUM.

Contracts for the construction of other railways—viz., from Napier to Pakipaki, Wellington to Hutt, Picton to Blenheim, Dunedin to Clutha (Tuieri contract), and Invercargill to Maitaia—of very similar tenor to the above, were also entered into on the same date. These are not set out here, but copies for reference have been deposited in the General Assembly Library.

THE RAILWAY MATERIAL CONTRACT.

Extract from Appendix to the Journals of the House of Representatives, D.—19A, 1872.

ARTICLES OF AGREEMENT BETWEEN THE GOVERNOR OF NEW ZEALAND AND MESSRS. BROGDEN
RELATIVE TO THE PURCHASE OF RAILWAY MATERIAL.

ARTICLES OF AGREEMENT made and entered into this tenth day of August, one thousand eight hundred and seventy-two, between the Governor of New Zealand, in the name and on behalf of Her Majesty the Queen, of the one part, and Alexander Brogden, Henry Brogden, and James Brogden, all of Queen's Square, in the City of Westminster, in England, Railway Contractors (hereinafter referred to as "the Contractors"), of the other part.

WHEREAS by articles of agreement made and entered into on the eighteenth day of December last between the parties hereto, it was stipulated and agreed that, in the event of the Contractors entering into contracts as therein provided for the construction by them of lines of railway to be specified by the said Governor as therein mentioned, at prices agreed upon between the Governor and the Contractors, amounting in the aggregate to a sum not less than seven hundred thousand pounds (£700,000), the several contracts for which railways were in the articles of agreement now in recital, and are in these presents referred to as Contract No. 3, that a certain other contract previously made and entered into between the said Governor and the Contractors for the construction of railways (which said other contract was in the articles of agreement now in recital, and is in these presents referred to as Contract No. 2) should be annulled, cancelled, and of no effect: And whereas the Governor has, on behalf of the Queen, specified to the Contractors certain railways which, subject to the provisions of the said agreement of the eighteenth day of December, one thousand eight hundred and seventy-one, are to be constructed under Contract No. 3: And whereas the price of iron rails and other materials for the permanent-way of such railways, and of rolling-stock for the same, which would be procured for the same by the Contractors from England for the purposes of such railways, is subject to such fluctuations, and is so uncertain, that it is expedient that the supply thereof should not be included in the contracts for such railways, but that, in lieu thereof, the same should be provided by the Governor on behalf of the Queen: And whereas it is expedient that the Contractors should advise and assist the Governor in purchasing the same, to the extent and subject to the conditions hereinafter set forth: Now these presents witness that the Governor, on behalf of Her Majesty the Queen, her heirs and successors (all of whom are hereinafter included in the term "the Queen"), and so far as the covenants hereinafter contained are to be performed or observed on her or their parts respectively, doth hereby covenant with the Contractors, their executors, administrators, and assigns (all of whom are hereinafter included in the expression "the Contractors"), and the Contractors and each of them for themselves and himself, and their respective heirs, executors, administrators, and assigns (so far as such covenants hereafter contained are to be performed or observed on their parts), do and doth hereby covenant with the Governor, on behalf of the Queen, her heirs and successors, in manner hereinafter appearing, that is to say,—