

WAITARA AND NEW PLYMOUTH RAILWAY—*continued.*

Description.	Unit.	Quantity.	Rate.	Amount.	Total.
				£ s. d.	£ s. d.
Brought forward ...	...	...	...	...	34,382 10 6
Landing and Erecting—					
Locomotives ...	...	2	£60	120 0 0	
Carriages ...	...	6	} £25	300 0 0	420 0 0
Wagons ...	...	6			
Management and profit: Lump sum by special arrangement, as per letter to Government 9th July, 1873...	...	...	...	...	4,647 9 6
Risk of floods, and cofferdams ...	...	...	...	...	500 0 0
Wharf at Waitara, specified ...	...	...	...	...	500 0 0
Maintenance for three months without extra ballast ...	...	...	...	...	550 0 0
Contract sum ...	...	...	...	...	£41,000 0 0

2. That your Suppliants, with all convenient speed on their behalf after the making of the said contract, entered upon the execution of the works therein mentioned, and thenceforth carried on the same, and also the extra works hereinafter mentioned, with all convenient speed and despatch, and completed the same, together with such extra works, according to the terms and provisions of the said contract in that behalf, except in this, that, without any default or unavoidable delay on the part of your Suppliants, and solely by reason of default and wrongful delays on the part of your Majesty, your Suppliants were unable to complete the said works and extra works respectively on the 1st day of April, 1875, as by the said contract provided; and your Suppliants say that they completed the said works and extra works respectively on the 13th day of January, 1876, and that the time intervening between the said 1st day of April, 1875, and the said 13th day of January, 1876, was time to which your Suppliants were rightfully entitled in extension for the construction and completion of the said works and extra works respectively, by reason of such default and wrongful and unnecessary delays on the part of your Majesty, as aforesaid, in divers matters to be done and performed by your Majesty in connection with the said contract and the works and extra works aforesaid, and your Suppliants have become entitled to the sum of forty-one thousand pounds in the said contract mentioned.

3. That your Suppliants, pursuant to orders in that behalf duly given to them during the progress of the works specifically mentioned in the said contract, and pursuant to and under the provisions of the said contract in that behalf, executed certain extra works, including station accommodation, as in and by the contract provided, to the value, computed according to the provisions of the said contract, of eleven thousand eight hundred and seventy-five pounds sixteen shillings and eightpence.

4. That on the said 13th day of January, 1876, the works specifically mentioned in the said contract, together with such extra works as aforesaid, were taken over as completed by your Suppliants to the full intent of the said contract by the Governor of New Zealand on behalf of your Majesty.

5. That during the progress of the said works and extra works respectively your Suppliants received in respect of the same, by way of progress payments, divers sums of money, amounting in the whole to the sum of fifty-one thousand one hundred and five pounds eleven shillings, leaving a balance due and payable to your Suppliants in respect of the same on the said 13th day of January, 1876, of one thousand seven hundred and seventy pounds five shillings and eightpence, which your Suppliants then and frequently since applied to your Majesty to pay to them, but which your Majesty has hitherto wholly neglected and refused to do, and the same is still due and owing from your Majesty to your Suppliants.

6. That the particulars hereunto annexed, written on twelve sheets of paper, and collectively marked A, and numbered from two to thirteen, both inclusive, show the claim of your Suppliants in respect of the several matters mentioned in the third paragraph of this petition.

7. That all conditions were fulfilled and all times elapsed and all things happened to entitle your Suppliants to the payment of the said several sums of forty-one thousand pounds and eleven thousand eight hundred and seventy-five pounds sixteen shillings and eightpence, on the said 13th day of January, 1876, of the said balance or sum of one thousand seven hundred and seventy pounds five shillings and eightpence, and to maintain their claim thereto.

8. That during the progress of the works in the said contract mentioned, and before the completion of the same as aforesaid, your Suppliants, at the request of your Majesty, did and performed certain works and labour for and on behalf of your Majesty, and provided materials for the same in connection with the said contract, not being extra works within the provisions of the said contract, to the value in the whole of two thousand and twenty-seven pounds seventeen shillings and twopence, which your Majesty agreed to pay to your Suppliants on demand, but although your Majesty has taken over and accepted the said works and has had all the benefit of the same, yet, although your Suppliants have frequently demanded payment for the same from your Majesty, your Majesty has hitherto wholly failed and neglected to pay the said sum of two thousand and twenty-seven pounds seventeen shillings and twopence, or any part thereof, to your Suppliants, and the same is still due and owing from your Majesty to your Suppliants.

9. That the particulars hereunto annexed and marked B, and written on the sheet of paper