

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 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, the total cost whereof should amount to not less than £500,000, and after providing in terms similar to those expressed and contained in the lastly recited Articles of Agreement for the following matters, namely--the making of the necessary surveys, plans, sections, and specifications for such railways, the agreement upon a schedule of prices previous to the entering upon the making thereof, the providing of land by the Governor for such railways, the right to direct deviations, alterations, diminutions, additions, or substitutions in, from, or to any such railways, the not making any deviations from the said plans, sections, and specifications, the extension of time, the deposit by the Contractors with the Colonial Treasurer of the probable amount of expenditure during the then next three succeeding calendar months, and the payment out to them of the same moneys as the works progressed, the making of such railways in strict accordance to the plans and specifications, and to such satisfaction and within the times therein mentioned, the providing plant for the same, the keeping and maintaining the railways in thorough efficient working order, and the properly working of the same, the provision in case of the bankruptcy, insolvency, or otherwise, of the Contractors, or either of them, and also in case of their not carrying on the works with due diligence, or making default in properly maintaining the railways and works; the complying with and conforming to all such laws, regulations, and by-laws as were therein mentioned or referred to, the making compensation to persons who might sustain injury or loss through the negligence or wrongful acts of the Contractors in making or working the railways; and the prohibition against assigning or subletting the now reciting Articles of Agreement without approval. And it is in and by the said Articles of Agreement now in recital, further expressed to be provided and agreed in terms similar to those expressed and contained in the lastly-recited Articles of Agreement, for the following matters, that is to say, the furnishing proper accounts, the right of the Governor to deduct, out of moneys in his hands, belonging or payable to the Contractors, all sums payable by them to him under the now reciting Agreement, the settlement of disputes and other matters by arbitration, and for the personal indemnity of the Governor. And whereas it was in consequence of certain negotiations which had taken place between the Honorable Julius Vogel, the Colonial Treasurer of New Zealand, acting as on behalf of the Governor and the Contractors, that the said recited Articles of Agreement were prepared and have been executed by the Contractors. And whereas the Contractors have also, in consequence of the said negotiations, deposited with the Bank of New Zealand, on behalf of the said Julius Vogel, as such Colonial Treasurer, and acting as on behalf of the Governor, certain securities for securing the sum of £25,000. And whereas the said Articles of Agreement have not, nor has either of them, been as yet executed by the Governor, and the said Julius Vogel had not nor has authority to enter into an agreement on behalf of the Governor with the Contractors, upon the terms contained in the said Articles of Agreement, or either of them, or to execute, on behalf of the Governor, the said Articles, or either of them or these presents, but he has nevertheless agreed, that in token of his approval, he will execute these presents as on behalf of the Governor. And whereas he has further agreed that he will procure the Governor to execute one or both of the said Articles of Agreement within the period of three calendar months hereinafter mentioned, and these presents as soon as possible after the same shall have arrived in the said Colony. Now, these presents witness that the Governor, (as far as he lawfully can or may, under or by virtue of any Act or Acts of the General Assembly of New Zealand, and so far as he may be hereafter empowered by the General Assembly of the said Colony, but not further or otherwise,) for himself and his successors, all of whom are hereinafter included in the expression "the Governor" (so far as the agreements hereinafter contained are to be observed and performed on his and their parts respectively), agree with the Contractors, their executors, administrators, and assigns. And the Contractors and each of them, for themselves and himself, and their respective heirs, executors, administrators, and assigns, so far as the covenants and agreements hereinafter contained are to be observed and performed, on their parts do and doth hereby covenant and agree with the Governor, his successors and assigns, in manner following (that is to say):—

1. The Governor will, within a period of three calendar months from the time when the said Articles of Agreement shall have arrived in the said Colony, execute one or both of them; and until the expiration of the said period, both of the said Articles of Agreement shall be binding upon the Contractors as fully as if the Governor had executed both of them; and after the expiration of the said period, then, as the case may be, both, or if the Governor shall have executed one only of the said Articles of Agreement, such one only shall be binding upon the Contractors.

2. The part which the Governor shall execute of one or both of the said Articles of Agreement as the case may be, shall be delivered to the Agent (if any) of the Contractors in the said Colony, or be forwarded to them in England; and the part thereof executed by the Contractors shall be retained by the Governor.

3. The Contractors will, within one calendar month after the date of these presents, deposit with the Bank of New Zealand, on behalf of the said Colonial Treasurer, the sum of £25,000 in lieu of the said securities so deposited as above recited; and in case of default, the Contractors will, upon request, execute to the Colonial Treasurer for the time being of the said Colony of New Zealand, his successors in office, and assigns, a valid assignment of the securities so deposited as above recited, upon trust thereout by sale or mortgage of the same, to raise the sum of £25,000.

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.