

six gentlemen should have misunderstood him. To me, there seems to be nothing but misunderstandings with the Colonial Executive from beginning to end. Ever since the first letter was written to the Colonial Secretary (28th December, 1874), the Company and the Colonial Government seem to be at cross purposes.

The Colonial Government infer that the Company rushed into the making of the railway without any consideration, or without consulting the public interest. Such is not the case. Long before any attempt was made to turn a sod, the promoters of the Company had communicated with the Provincial authorities, and with the owners of private property through whose land the railway would pass over. The private owners of property have either given their land free to the Company or have been paid for it. The Provincial Government give only the use of land to the Company, which land the Company have reclaimed or will have to reclaim. For these small concessions from the Provincial authorities the Government have retained the right to approve, from time to time, of the Company's tariff of charges. The public interest, therefore, has been cared for and looked after by the Provincial authorities.

I stated that there have been misunderstandings with the Colonial Executive. The first was with Mr. Reynolds, when he made a promise which five or six gentlemen are prepared to verify. The second is with the Colonial Secretary in his letter to the Superintendent, dated the 28th January, 1875. In that letter there is a distinct promise made to sell the rails, if the Company would pledge itself to obtain the necessary powers from the Legislature to enable it to carry out its proposals. The Company having given the pledges (in their letter to the Superintendent, 1st February,) asked for by the Colonial Secretary (28th January), you make further demands in your telegram to the Superintendent dated 6th February, 1875.

My principal reason for writing this letter is to beg of you to be good enough to read the Hon. the Colonial Secretary's letter of the 28th January. Leaving out the promise made by Mr. Reynolds, I think you will agree with me that the Colonial Executive is under an obligation, by that letter, to lend or sell the rails to the Company, seeing that the Company gave unreservedly the pledges which were demanded of it as the condition for getting the rails.

I have, &c.,

J. B. BRADSHAW.

P.S.—I have to add that the Directors of the Dunedin, Peninsula, and Ocean Beach Railway Company, Limited, are willing that the Colonial Government should prepare the necessary Bill to enable the Company to carry on its operations, feeling confident that the Legislature will act justly towards the Company. I have also to add that you can make this letter official if you think fit.

The Hon. E. Richardson, Wellington.

J. B. BRADSHAW.

No. 41.

The SECRETARY, Ocean Beach Railway Company, to the Hon. the MINISTER for PUBLIC WORKS.
SIR,—

Temple Chambers, Dunedin, 20th February, 1875.

With reference to my private letter to you of this day's date, *in re* rails, and the Dunedin, Peninsula, and Ocean Beach Railway Company, Limited, I have now the honor, by desire of the Directors of the above Company, to forward herewith to you the articles of association of the said Company, together with a Bill to be submitted to next sitting of Parliament for its approval.

The conditions and regulations for working the railway, and other matters, have been left to be filled up by your Government, believing that the Legislature will not impose conditions on the Company which would be unjust or unfair to it.

If required, the necessary plans will be sent on without delay.

I have now the honor to request that instructions may be given for the delivery of the rails to the Company, in order that the work may be proceeded with.

I have, &c.,

J. B. BRADSHAW.

The Hon. the Minister for Public Works, Wellington.

Enclosure 1 in No. 41.

ARTICLES OF ASSOCIATION OF THE DUNEDIN, PENINSULA, AND OCEAN BEACH RAILWAY COMPANY, LIMITED.

It is agreed as follows:—

The following shall be the regulations of the above-named Company, which is hereinafter referred to as "the Company."

PRELIMINARY.

1. The regulations contained in Table B annexed to "The Joint Stock Companies Act, 1860," shall not apply to this Company.

2. In the interpretation of these presents, the following words and expressions have the following meanings, unless there is something inconsistent in the context:—

- (a.) "The Statutes" means and includes the Companies Acts, 1860, 1862, 1868, and 1869, and any and every other Act from time to time in force concerning Joint Stock Companies and necessarily affecting the Company.
- (b.) "These presents" means and includes the memorandum of association of the Company, and these articles of association and the regulations of the Company from time to time in force.
- (c.) "Special resolution" means a special resolution of the Company passed in accordance with section 3 of "The Joint Stock Companies Amendment Act, 1869," or any statutory provision from time to time in force in lieu of that section.