

AUCKLAND AND MERCER RAILWAY.

ARTICLES OF AGREEMENT made and entered into this tenth day of August, 1872, 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 the sixth section of "The Railways Act, 1871," it is amongst other things enacted that the Governor may, if he think fit, construct and maintain, or cause to be constructed and maintained, under the provisions of "The Immigration and Public Works Act 1870," (hereinafter referred to as "the said Act"), and "The Immigration and Public Works Act Amendment Act, 1871" (hereinafter referred to as "the said Amending Act"), certain Railways, and amongst others, a Railway from Auckland, in the Province of Auckland, to Mercer, in the said Province (which said Railway is hereinafter referred to as "the Railway herein mentioned"):

And whereas by the said Amending Act it is provided that all Contracts under any Act authorizing the construction of any Railway under the said Act or the said Amending Act, shall be entered into in the name of the Queen, her heirs and successors:

And whereas the Governor of New Zealand, on behalf of the Queen, has agreed with the Contractors for the execution and construction by them of the works described or referred to herein, and in the Specifications, Conditions, Drawings, and Plans hereto annexed or herein referred to, all of which Specifications, Conditions, Drawings, and Plans are signed by the Contractors and John Carruthers, Esquire, the Chief Engineer of the said Colony on behalf of the Colony: Now, these Presents witness that Her Majesty the Queen, for herself, her heirs and successors (all of whom are hereinafter included in the expression "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 hereinafter contained are to be performed or observed on their parts, do and doth hereby covenant with the Queen, her heirs and successors, in manner hereinafter appearing, that is to say—

1. That they, the Contractors, shall and will, in all respects subject to and in accordance with the said Conditions, Specifications, Drawings, and Plans, construct make, complete, and maintain, and do and perform, all the works, and supply all such plant and materials as are by the said Specifications and Conditions to be supplied by the Contractor, whether such works, plant, and materials are described or referred to in the said Conditions, Specifications, Drawings, or Plans, or are extra or in addition thereto, within the time mentioned in the said Conditions, subject, however, to the provisions contained in the said Conditions for extension of time.

2. That the Queen shall and will, free of cost to the Contractors, provide and deliver to the Contractors, at the ship's side at the Harbour of Auckland, the iron rails and fastenings required for the permanent way and the rolling stock respectively mentioned in the Specification.

3. That the Queen will pay the Contractors for the construction and execution of the said works, and the maintenance thereof, for the period of three months