

by you to immigrants direct, but he to be at liberty to make with his immigrants what arrangements he pleased, irrespective of the arrangements made between the Government and him. I enclose for your guidance the draft of the agreement proposed for Mr. Brogden's signature, but which he declined to agree to.

W. G.

Enclosure in No. 8.

ARTICLES OF AGREEMENT entered into this _____ day of _____ 187____, between Sir GEORGE FERGUSON BOWEN, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, of the one part, and ALEXANDER BROGDEN, M.P., HENRY BROGDEN, and JAMES BROGDEN, all of Queen's Square, in the city of Westminster, Railway Contractors, and hereinafter referred to as "the Contractors," of the other part.

WHEREAS by "The Immigration and Public Works Act, 1870," as amended by "The Immigration and Public Works Act Amendment Act, 1871," it is amongst other things provided that the Governor may enter into such contracts as may seem proper with any person or persons whether within or without New Zealand, for the selection, conveyance to, or settlement in New Zealand of such classes of immigrants and in such numbers as the Governor shall think fit: And whereas the Governor, under the authority conferred on him by the said Acts, has determined to and doth hereby enter into an agreement with the Contractors for the selection of immigrants to be conveyed to New Zealand, and for the conveyance to and settlement in New Zealand of such immigrants, upon the terms and conditions and in the manner hereinafter set forth: Now these presents witness that the Governor (so far as he lawfully can or may, under or by virtue of the said Acts, 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 covenants and agreements hereinafter contained are to be observed and performed on his or their parts respectively), doth hereby covenant and agree with the Contractors, their executors and administrators, all of whom are included in the expression "the Contractors;" and the Contractors and each of them, for themselves and himself, and their respective heirs, executors, and administrators (so far as the covenants and agreements hereinafter contained are to be observed on their parts), do and doth hereby covenant and agree with the Governor and his successors in manner following, that is to say:—

1. In the construction of these presents the following words and expressions have respectively the meanings hereinafter attached to them, unless such meaning shall be inconsistent with the context:—The expression "Agent-General" means the Agent-General for New Zealand for the time being appointed under section 45 of "The Immigration and Public Works Act, 1870."

2. The Contractors will with reasonable despatch convey from Europe and land in New Zealand a number of able-bodied European male immigrants, not exceeding two thousand in number, together with the families of such immigrants; such immigrants with their families not to exceed six thousand adults. The immigrants to be selected and obtained by and at the expense of the Contractors, but such immigrants to be subject to the approval of the Agent-General, or some person or persons to be from time to time appointed by him, before they leave Europe.

3. The Governor shall and will cause to be paid in London, by the Agent-General on behalf of the Colony, to the Contractors, the cost of the conveyance of the immigrants and their families to New Zealand from the port of embarkation, such cost not to exceed £15 for every adult person, and for every younger person such proportionate part of £15 as will represent the charge usually made for the carriage of non-adult immigrants to New Zealand.

4. From time to time after each shipment of immigrants, on the Contractors proving, to the satisfaction of the Agent-General, what number of immigrants as aforesaid have sailed from Europe, and producing to him satisfactory evidence of the expense paid or incurred by the Contractors for the conveyance of such immigrants to New Zealand, the Contractors shall forthwith be paid in London by the Agent-General a sum of money equal to the expenses aforesaid of the conveyance of such immigrants to New Zealand, not exceeding such sum for each immigrant as aforesaid.

5. Contemporaneously with each such payment as aforesaid to the Contractors by the Agent-General, the Contractors shall and will deliver to the Agent-General, on behalf of the Colony of New Zealand, their promissory notes, of such tenor as hereinafter provided, for the amount of the sum so paid to the Contractors, together with simple interest at £6 per centum per annum; that is to say, one joint and several promissory note of the Contractors for one-fourth part of the amount so paid to the Contractors, payable at _____, to Isaac Earl Featherston, Agent-General for New Zealand, or his order, at two years after the date of such payment to the Contractors by the Agent-General as aforesaid, together with interest on the said fourth part of the said sum at the rate of £6 per centum per annum from the date of such payment to the Contractors as aforesaid, until payment of the said promissory note by the Contractors; and also one other joint and several promissory note of the Contractors for one other fourth part of the amount so paid to the Contractors as aforesaid, payable at _____, to Isaac Earl Featherston, Agent-General of New Zealand, or his order, at three years after the date of such payment to the Contractors as aforesaid, with interest on the said fourth part of the said sum at the rate of £6 per centum per annum from the date of such payment to the Contractors as aforesaid, until payment of the said promissory note by the Contractors; and also one other joint and several promissory note of the Contractors for one other fourth part of the amount so paid to the Contractors, payable at _____, to Isaac Earl Featherston, Agent-General for New Zealand, or his order, at four years after the date of such payment to the Contractors as aforesaid, together with interest on the said fourth part of the said sum at the rate of £6 per centum per annum from the date of such payment to the Contractors as aforesaid, until payment of the said promissory