

ARTICLES OF AGREEMENT

ENTERED INTO WITH

MESSRS. JOHN BROGDEN & SONS, LONDON,

FOR THE

INTRODUCTION OF IMMIGRANTS INTO NEW ZEALAND.

PRESENTED TO BOTH HOUSES OF THE GENERAL ASSEMBLY, BY COMMAND OF
HIS EXCELLENCY.

WELLINGTON.

—
1872.

ARTICLES OF AGREEMENT WITH MESSRS. BROGDEN FOR THE INTRODUCTION OF IMMIGRANTS.

ARTICLES OF AGREEMENT entered into this twenty-seventh day of June, one thousand eight hundred and seventy-two, between Sir GEORGE FERGUSON BOWEN, Knight Grand Cross of the most Distinguished Order of St. Michael and St. George, Governor and Commander-in-Chief in and over the Colony of New Zealand and its Dependencies (hereinafter called "the Governor"), for and on behalf of the said Colony, by ISAAC EARL FEATHERSTON, of No. 7, Westminster Chambers, in the City of Westminster, Esquire, the Agent-General of New Zealand, of the one part; and ALEXANDER BROGDEN, M.P., HENRY BROGDEN, and JAMES BROGDEN, all of No. 4, Queen's Square, in the City of Westminster, and carrying on business under the style or firm of John Brogden and Sons, as Railway and General Contractor (hereinafter called "the Contractors"), of the other part:

WHEREAS by "The Immigration and Public Works Act, 1870," 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 within or without New Zealand, for the selection, conveyance to, and settlement in New Zealand of such classes of immigrants and in such number as the Governor shall think fit: And by the same Act, the Governor was authorized to appoint some person to be Agent-General of New Zealand in the United Kingdom of Great Britain and Ireland, whose duty it should be to do all things in relation to New Zealand that the Governor in Council might direct: And whereas, by virtue of the authority contained in the said recited Act, the Governor has appointed the said Isaac Earl Featherston as such Agent-General, and the Governor in Council has duly authorized and empowered him to enter into such Contracts as he might think fit, with a view to carry into effect the provisions of the said recited Acts with reference to immigration; and in part exercise of such authority, the Agent-General (which expression shall, in the construction of these presents, mean the Agent-General for the time being for New Zealand, appointed under section 45 of "The Immigration and Public Works Act, 1870,") has entered into arrangements with Messrs. Shaw, Saville, and Company, of Leadenhall Street, London, for the conveyance of such emigrants from London or Plymouth to New Zealand as the Agent-General shall require to be conveyed during twelve months ending the seventh of March, one thousand eight hundred and seventy-three, on certain terms and conditions mentioned in an agreement made between the parties, and dated the seventh day of March, one thousand eight hundred and seventy-two, hereinafter referred to by the expression "the said agreement," a copy whereof has been handed to the Contractors: And whereas the Governor and the Contractors have entered into arrangements for the execution by the Contractors, in New Zealand, of railway and other works, in reliance upon which being carried out, and with a view to the execution of which works, the Contractors have selected and sent out to the said Colony men suitable to be employed on the said works, with their families, and are desirous of sending other such men, and have applied to the Agent-General on behalf of the Governor to co-operate with them to effect such object on the terms and conditions hereinafter mentioned, which the Agent-General on such behalf has agreed to do: Now these presents witness that, for the considerations herein appearing, the Governor (so far as he lawfully can or may, under or by virtue of the said recited Acts or otherwise, 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 or performed on his or their parts respectively, doth hereby agree 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 executors and administrators, so far as the agreements hereinafter contained are to be observed and performed on their parts, do and doth hereby agree with the Governor, his successors and assigns, in manner following, that is to say:—

1. In addition to the emigrants so selected and sent out by the Contractors as aforesaid to New Zealand, the Contractors will, with all convenient speed, with a view to the execution of such works as aforesaid, select other emigrants to proceed to New Zealand so as to make up, with those already sent out by them, such a number (not exceeding, in the whole, two thousand) of able-bodied men of not less than twenty-one years of age, besides wives and children, as the Agent-General shall from time to time require; and will furnish to the Agent-General the names and ages of all such emigrants, and submit them and their persons to such examination by duly qualified men as the Agent-General shall from time to time require; and these presents shall only apply to such emigrants and proposed emigrants as the Agent-General has already approved of and shall hereafter approve of, which emigrants are hereinafter referred to as "the said emigrants."

2. The expression "adults" shall, for the purposes of these presents, mean a person of the age of twelve years or upwards, or two persons above one year of age and under twelve years of age, the ages being taken at the time of embarkation, and children of one year of age not being taken into account.

3. When and so soon as there shall be, in the opinion of the Agent-General, from time to time, a number of the said emigrants sufficient to fill a ship and ready to embark, the Agent-General shall forthwith, from time to time, give the requisite notice under the said agreement, and use his best endeavours, consistently with the said agreement, to cause such emigrants to be conveyed to such port or ports in New Zealand as the Contractors may, in writing, request, and the Governor will make all payments payable under the said agreement in respect of the conveyance of such emigrants: Provided

that if any of the said emigrants whose names shall have been furnished by the Contractors to the Agent-General for embarkation, and who shall have been included in the list prescribed by the 32nd article of the said agreement, shall fail to embark, the Contractors will, upon the request of the Agent-General on behalf of the Governor, repay to the Agent-General all sum and sums of money from time to time paid by the Agent-General on such behalf under the said 32nd article of the said agreement, for the emigrants who have so failed respectively to embark: Provided, also, that the Governor shall not be required to pay the cost of or provide a conveyance for (including those already sent) any greater number than two thousand able-bodied men of not less than twenty-one years of age, or any greater number of the said emigrants in the whole than six thousand adults.

4. The Governor will, on the arrival of the said emigrants in New Zealand, cause them to be received and dealt with in as beneficial a manner as other emigrants are received and dealt with on behalf of the Governor on arrival in the Colony.

5. With a view to a part repayment of the moneys so to be paid or expended by or on behalf of the Governor, the Contractors will repay to the Governor the sum of ten pounds in respect of every adult of the said immigrants who has sailed, or who hereafter shall be embarked as aforesaid; such repayment to be secured, with interest, by the joint and several promissory notes of the Contractors, in the form given and so signed as mentioned in the Schedule hereto; such promissory notes in respect of those emigrants who have sailed to be handed over to the Agent-General in exchange for the sum to be so paid to the Contractors as aforesaid; and the promissory notes in respect of those to be hereafter conveyed to be handed over to the Agent-General from time to time, upon request, immediately after such ship has, according to article 14 of the said agreement, proceeded to her destination. And in case the Governor or the Agent-General shall, under the 30th article of the said agreement, be repaid the half of the passage money payable by him thereunder in respect of any of the said emigrants, an allowance shall be made by the Governor to the Contractors at the rate of five pounds for each adult emigrant in respect of whom such repayments shall be made to the Governor or the Agent-General; and the amount of such allowance shall, when ascertained, be written off by indorsement on and be taken as part payment distributively of the instalments of the promissory notes given in respect of the shipment upon which such allowance shall arise. And in all cases in which any such repayment as aforesaid of half the passage money shall become due to the Governor or Agent-General under such agreement, the Governor or the Agent-General shall demand and use his best endeavours to recover the same.

6. The Governor may deduct the amounts which have from time to time become due and payable by the Contractors upon or by virtue and according to the tenor of the said promissory notes, from any moneys payable by the Governor to the Contractors in respect of any railway or other works executed by them; and there shall be indorsed upon any Contract for the time being in force between the Governor and the Contractors with reference to such works, and upon the duplicate thereof in the hands of the Contractors, a memorandum to the following effect, that is to say:—

Memorandum.

By an agreement made between the Governor and the Contractors, dated 27th June, 1872, the Governor advances the passage money, at £10 per adult, of immigrants into New Zealand, not exceeding 6,000 in number, and takes promissory notes of the Contractors for each advance, payable by four equal instalments of two, three, four, and five years from the date of each advance, with interest at 6 per cent. per annum in the meantime, and with liberty to the Contractors to pay the principal and interest earlier if they please, and with power to the Governor to deduct the amounts which have from time to time become due and payable upon such promissory notes and according to their tenor, from any moneys payable by the Governor to the Contractors in respect of any railway or other works executed by them under the within Contract.

7. The Contractors may take from or for and in respect of every adult of the said immigrants, a sum not exceeding sixteen pounds in payment of that for which payment is hereby agreed to be made by the Contractors to the Governor as aforesaid, and to cover the risk to the Contractors of the non-payment of such a sum; but they shall not, under any circumstances, take from or for or in respect of any adult of the said immigrants, more than that amount in respect of passage money.

8. If the Contractors desire to assure, with the Life Assurance Office of the Government of New Zealand, all the said emigrants embarked in all or any of the ships, they are to be at liberty to do so on the same terms on which emigrants sent out by the Honorable Colonel Feilding may be insured under the arrangements made between him and the Governor, a copy of the terms of which arrangement has been handed to the Contractors.

9. The Governor, by being a party to these presents, and the Agent-General, by signing the same on his behalf, shall not incur any personal responsibility or liability whatsoever.

In witness whereof the Agent-General has hereto, as agent for and on behalf of the Governor, set his hand, and the Contractors have respectively set their hands, the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

£ . The ship “ ,” London.
 WE jointly and severally promise to pay to Her Majesty the Queen and her successors, on behalf of the Colony of New Zealand, the sum of pounds, by four equal yearly instalments of pounds each, at the expiration of two, three, four, and five years respectively, from the date hereof, with interest in the meantime at the rate of 6 per cent. per annum on so much thereof as shall for the time being remain unpaid, such interest to be paid half-yearly on every day of and day of ; the first of such half-yearly payments to be made on the first of the said days happening after the date hereof, and in case default shall be made in the payment of either of the said yearly instalments, or of the said interest

FOR THE INTRODUCTION OF IMMIGRANTS.

5 D.—No. 19D.

for one calendar month after the same shall respectively become due and payable, then we jointly and severally promise to pay, immediately upon demand, the whole of the moneys and interest hereby secured. But we are to be at liberty to pay the whole or any part of the amount secured by this promissory note at any earlier time or times than the due dates of the instalments, if we think proper.

Payable at the offices in London for the time being of the Agent-General of New Zealand, or, if there be no such offices, then at the Bank of England.

To be signed

JOHN BROGDEN AND SONS.
ALEXANDER BROGDEN.
HENRY BROGDEN.
JAMES BROGDEN.

On behalf of the Governor,

(Signed)

I. E. FEATHERSTON,
Agent-General.
JOHN BROGDEN AND SONS.
ALEXANDER BROGDEN.
HENRY BROGDEN.

Witness to the signatures of Isaac Earl Featherston, John Brogden and Sons, Alexander Brogden, and Henry Brogden—

(Signed) JAMES MACKRELL,
Solicitor, 21, Cannon Street, London.

(Signed) RENE AND TABOURDIN,
Solicitors, 1, Victoria Street, Westminster.

Witness to the signature of James Brogden—

*JAMES BROGDEN.

* The signature "James Brogden" is only written in pencil in the agreement, to show where the signature is to be inserted.
