

act and deed, deliver, every agreement, contract, deed, covenant, conveyance, lease, counterpart of lease, and other instrument whatsoever, which the said James Brogden thinks fit and proper; and, for all or any of the purposes aforesaid, to appoint from time to time a substitute or substitutes, and to delegate to him or them all or any of the powers hereby given to our said Attorney, and every such substitution and delegation at pleasure to revoke. And for every purpose herein expressed, we do and each of us doth give unto the said James Brogden, entire, special, ample, and unlimited powers, and hereby ratify and confirm, and agree to ratify and confirm as valid and effectual, all and whatsoever our said Attorney or his substitute or substitutes shall or may lawfully do or cause to be done in or about the premises by virtue of these presents. And we and each of us do and doth hereby declare, that the death of or the revocation of this power by us or either of us shall not invalidate any act done under it with or towards the Governor or other the competent department aforesaid, or any persons or person, unless the Governor or the department, or such persons or person respectively, had at the time of the doing of the act, express notice of such death or revocation.

In witness whereof we, the said Alexander Brogden and Henry Brogden, have hereunto set our hands and seals, this nineteenth day of August, one thousand eight hundred and seventy-one

Signed, sealed, and delivered by the
above-named Alexander Brogden, in the
presence of

THOM. R. HARGREAVES,
Victoria Street,
Westminster,
Solicitor.

ALEXANDER BROGDEN,

(Seal.)

Signed, sealed, and delivered by the
above-named Henry Brogden, in the presence
of

E. C. JOHNSTON,
8 Ashbourne Terrace,
Cecil Street,
Accountant,
Manchester.

HENRY BROGDEN.

(Seal.)

Enclosure 2 in No. 12.

Articles of Agreement entered into between Her Majesty the Queen and Messieurs Alexander, Henry, and James Brogden, providing for the construction of Lines of Railway during the suspension of Contract No. 2.

ARTICLES OF AGREEMENT made and entered into this eighteenth day of December, one thousand eight hundred and seventy-one, by and between the Governor of New Zealand, in the name and on behalf of Her Majesty the Queen, of the one part, and the Messieurs Alexander, Henry, and James Brogden, Railway Contractors, of the other part (hereinafter referred to as "The Contractors"):

WHEREAS a Contract was made between the Governor of New Zealand, of the one part, and the Contractors, of the other part, for the construction of railways to the extent of five hundred thousand pounds, bearing date the twenty-second day of June, one thousand eight hundred and seventy-one, and which is hereinafter referred to as "Contract No. 2," which Contract was, on the day of , one thousand eight hundred and seventy-one, duly executed by the Governor: And whereas a Resolution having been passed by the House of Representatives in the terms following:— "And further recommends that the Government negotiate with the Messieurs Brogden for the modification and extension of No. 2 Contract, or the substitution of one in its place as nearly as possible to the following effect:—'That Messieurs Brogden and Sons construct such railways authorized or to be authorized by the Assembly as it may be agreed shall be offered to them, to the amount of one million pounds, at prices to be agreed to between them and the Government, such prices being within the limits fixed by the Legislature; Messieurs Brogden and Sons to state the price at which they are willing to construct each railway, and the Government to be at liberty to refuse or accept the offer. Payment to be made in debentures, bearing five and one-quarter per cent. interest, or in cash, at the option of the Government. In the event of the Government and Messieurs Brogden and Sons not being able to agree as to the construction of railways under these provisions, the Government or Messieurs Brogden and Sons, on notice to that effect being given by either party, to be bound to carry out No. 2 Contract:'"

And whereas, by deed of even date with but executed before the execution of these presents, and made and entered into between Her Majesty the Queen, of the first part, the Governor, of the second part, and the Contractors, of the third part, it has been mutually agreed between them that the operation of the said Contract No. 2 should, so far as regards the agreements and covenants to be performed or observed by the Queen or the Governor, or by the Contractors, be suspended as therein provided: And whereas the Governor of New Zealand, on behalf of the Queen, being desirous to carry out the terms of the said Resolution so far as herein appears, has made to the Contractors the proposals hereinafter set forth, which proposals the Contractors have accepted, subject to the terms hereinafter set forth:

Now the Governor, on behalf of the Queen, proposes, and the Contractors consent, as follows (that is to say):—

1. That, in the event of the Contractors agreeing with the Governor, as hereinafter provided, for the construction by the Contractors of railways to be specified by the Governor as hereinafter mentioned, at prices agreed upon between the Governor and the Contractors, amounting in the aggregate