

I, the within named James Brogden, of No. 4 Queen's Square, in the City of Westminster, in England, railway contractor, now residing at the City of Wellington, in the Colony of New Zealand do solemnly and sincerely declare,—

1. That I am the Attorney named in a certain Power of Attorney dated the nineteenth day of August, one thousand eight hundred and seventy-one, of which a copy is annexed to the within written deed.

2. That I have not received any notice or information of the revocation of the said Power of Attorney, by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand, intituled "The Powers of Attorney Act, 1854."

JAMES BROGDEN.

Declared at Wellington this eighteenth day of December, 1871.

C. S. COOPER

A Justice of the Peace for the Colony of New Zealand.

To all to whom these presents shall come, we, ALEXANDER BROGDEN, Esquire, M.P., and HENRY BROGDEN, both of No. 4 Queen's Square, in the City of Westminster, Railway Contractors, send greeting:

WHEREAS two Agreements have been prepared and are dated respectively the twenty-first and twenty-second days of June, one thousand eight hundred and seventy-one, and are respectively expressed to be made between Sir George Ferguson Bowen, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, and Governor and Commander-in-Chief of Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same (therein and hereinafter called "The Governor"), of the one part, and ourselves and James Brogden, of No. 4 Queen's Square aforesaid, Railway Contractors (therein called "The Contractors"); and those two Agreements have been executed by the Contractor but not by the Governor, and relate to projected railways in New Zealand: And whereas a third Agreement has been prepared, and is dated the twenty-sixth day of June, one thousand eight hundred and seventy-one, and is expressed to be made between the Governor, of the one part, and the Contractors, of the other part, and by which (after reciting that the first and second Agreements were a consequence of negotiations between the Honorable Julius Vogel, the Colonial Treasurer of New Zealand, and the Contractors, and that neither of them had been executed by the Governor, and that the said Julius Vogel had not authority to enter into them, but that he had, in token of his approval of them, agreed to execute the third Agreement as on behalf of the Governor, and to procure the Governor to execute one or both of the two first Agreements within a given time,) it was expressed to be thereby agreed that the Governor would, within a given period, execute one or both of the first and second Agreements, and that, until the expiration of that period, both should be binding on the Contractors, and after that period both, or if the Governor should have executed only one, then such one only of the first and second Agreements should be binding upon the Contractors; and other provisions were contained in the third Agreement, relative to a sum of twenty-five thousand pounds deposited, or agreed to be deposited, by the Contractors as security for performance of the two first Agreements: And whereas the terms of all or some or one of the said Agreements may be found to require modifications, or it may be found expedient to cancel all or some or one of the said Agreements, and to make some other Agreements or Agreement between the Governor and the Contractors relative to railways in New Zealand; and the said James Brogden is about to go to New Zealand on his own and our behalf, to definitely settle all terms between the Governor or other the authority in New Zealand competent on that behalf relative to railways; and we are desirous both to appoint him our Attorney for the purpose aforesaid, and to invest him also with full power to negotiate other undertakings in New Zealand. Now know ye, and these presents witness, that We, the said Alexander Brogden and Henry Brogden, do and each of us doth, by these presents, constitute and appoint the said James Brogden to be the true and lawful Attorney of us and each of us, for us and the survivor of us, and in the names and name of us and the survivor of us, jointly with himself, to do anything that he in his discretion thinks expedient for all or any of the purposes following, that is to say:—For entirely confirming or for entirely cancelling or annulling all or any one or two of the said three Agreements, or for altering all or any of the terms of all or any one or two of the said Agreements, in any manner and to any extent; or for making with the said Governor of the Colony of New Zealand any Agreement or any number of Agreements upon any terms and conditions on both sides or on either side, for the granting, by such Governor or competent department, to us or the survivor of us jointly with the said James Brogden, of the right and the acceptance by us, or the survivor of us jointly with the said James Brogden, of the duty of making railways in New Zealand, and furnishing all materials and things requisite for the making thereof, and for the carrying and conveying of goods and passengers thereon, and the right and duty respectively of working any such railways for any length of time, and for and concerning the payment and reward to be made or secured to us or the survivor of us jointly with the said James Brogden, whether in capital or in revenue, and whether in land or in money or in Government securities, or by way of subvention of subsidy, or in all of those ways, or in any other way, for every or any duty so accepted; and also for the undertaking by us or the survivor of us jointly with the said James Brogden, of the duty of importing immigrants into New Zealand, and the terms and conditions on both sides or on either side of such undertaking; and for making with the said Governor, or any such competent department as aforesaid, and others, any Agreement or any number of Agreements, on any terms and conditions, on either side or on both sides, for the granting to and taking by us or the survivor of us jointly with the said James Brogden, of coal and iron mines, and mines of and lands yielding or bearing precious or other metals in the said Colony, whether in fee simple or for a term or terms of years; and for the granting to and taking by us and the survivor of us jointly with the said James Brogden, of any rights, privileges, easements, or concessions whatsoever in the said Colony; and for all or any of the purposes aforesaid, to sign, seal, and, as our