

shall be lawful for the Governor, in lieu of including in Contract No. 3 any railway of which any part or parts has or have been constructed on the terms, mentioned in clauses five, six, and seven of these presents, to require the Contractors to complete such railway upon the same terms, in which case the estimated cost of such railway shall form part of the seven hundred thousand pounds payable under Contract No. 3, unless the Governor and the Contractors shall agree for the construction of some other railway in lieu thereof, the price of which shall be equal to such estimated cost, in which case, such estimated cost shall not be computed in such seven hundred thousand pounds.

9. If any railway, the construction of which has been commenced under the provisions of clauses five, six, and seven of these presents, is not included in Contract No. 3 or Contract No. 2, as hereinafter provided, the Governor may, if he thinks fit, take the same into his own hands for the purpose of completing the same; and, upon such possession being taken, the Contractors shall give up to the Governor or his Engineer all plant, materials, tools, and implements belonging to the Governor, or brought on to the works by any engineer, or workman, or other person employed by or on behalf of the Governor.

10. Provided further that if Contract No. 3 is not entered into, then in regard to any railway of which any part or parts has or have been constructed on the terms contained in clauses five, six, and seven of these presents, which is not included in the railways to be constructed under the said Contract No. 2, the Governor may, if he thinks fit, and so far as such railway or any part of it is not completed at the time of either party giving to the other notice that negotiations have failed to be made for Contract No. 3, require the Contractors to complete such railway or any part thereof on the terms contained in the said clauses five, six, and seven of these presents.

11. Provided further that if Contract No. 3 is not entered into, the Governor may include any railway, any part or parts of which has or have been constructed on the terms contained in clauses five, six, and seven of these presents, amongst the lines of railway to be constructed under the said Contract No. 2, and all moneys paid and disbursed by the Governor, under the clauses five, six, and seven of these presents, on account of such railway or any part or parts thereof, including all percentage paid to the contractors in respect thereof, shall form part of the capital or agreed cost on which guarantee is to be paid to the Contractors; but the Contractors shall forthwith, after the cost of the line of such railway is agreed on, for the purposes of the said Contract No. 2, refund to the Governor all moneys paid and disbursed by him under clauses five, six, and seven of these presents, on account of such railway or any part or parts thereof, and all percentages paid to the Contractors, and all moneys expended for plant and materials purchased for the purposes of such railway, whether such plant or materials shall actually have been used or consumed in such construction, or shall be ready to be so consumed or used, or shall have been purchased for the purpose and not delivered, and all percentages, whether under these proposals or not, paid to the Contractors in respect of any such plant or materials, and this provision shall extend to the plant and material ordered through the Agent-General of New Zealand, by letter of the twenty-fifth day of November, one thousand eight hundred and seventy-one, of which a copy is hereunto annexed and marked "A," so far as the same shall have been used or consumed in or for or appropriated to the purposes of such railway, together with all percentages paid to the contractors in respect thereof. In the construction of this Contract the term plant shall be deemed to include buildings; but for the purposes of clause (11) eleven, shall only include such buildings as shall have been erected for the purposes of any railway, with the mutual consent of the Contractors and the Engineer appointed by the Minister of Public Works under this contract.

In witness whereof the seal of the Colony has hereunto been affixed, and the said Contractors have hereunto set their hands and seals, the day and year first above written.

G. F. BOWEN. (Seal of the Colony.)

Sealed with the seal of the Colony,  
and signed by the Governor, in presence  
of

JULIUS VOGEL.

ALEXANDER BROGDEN,

By his Attorney, James Brogden. (Seal.)

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

WM. THOS. LOCKE TRAVERS,  
Solicitor,  
Wellington.

HENRY BROGDEN,

By his Attorney, James Brogden. (Seal.)

JAMES BROGDEN.

(Seal.)

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.

G. S. COOPER,

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

NOTE.—The Letter to the Agent-General, dated 25th November, 1872, alluded to in the above agreement as being marked A is printed *ante*, as memorandum No. 53. The power of attorney attached to this agreement is the same as that attached to the first agreement of same date.