

Governor, as aforesaid, by and with the advice and consent of the Executive Council of the said Colony of New South Wales [for himself and his successors, Governors of the said] *for and on behalf of the Government of the said Colony*, doth hereby agree with the said Sir George Grey, Governor of the Colony of New Zealand, [and his successors, Governors] *representing, and in this agreement acting, on behalf of the said last-mentioned Colony, as follows:—*

*That the said letter or memorandum in writing, dated the 11th day of March, A.D. 1865, and the said other letter or memorandum in writing, dated the 22nd day of April, A.D. 1865, and this present memorandum of agreement shall be considered as together constituting the agreement between the Governments of New Zealand and New South Wales, under which the rights and liabilities of the said Governments, in respect of or in relation to the said Mail Service are defined, the said memoranda and these presents being read as constituting one agreement: Provided that these presents shall be considered in respect to any proviso, stipulation, or agreement in which they may differ from the said memoranda, as expressing the final intention of the parties hereto.*

That the services provided for by the said Articles of Agreement between the said Sir George Grey and the said Panama New Zealand and Australian Royal Mail Company, shall be continued until the expiration of the period by the said Articles provided, unless in the meantime it shall be agreed between the Government of New South Wales and the Government of New Zealand that notice should be given for an earlier termination thereof.

That so long as the Government of the Colony of New South Wales continue to be interested in and participate in the said contract, no future or other contract shall be entered into with the said Company for such services as are in and by the said Articles of even date with these presents mentioned and provided for, *nor shall the said contract be varied or altered in any respect without the [consent] concurrence of the Government of New South Wales, testified by writing under the hand of the Colonial Secretary of New South Wales first had and obtained, and no contract, agreement or arrangement with the Imperial Government or with any Foreign or other Colonial Government, in anywise affecting the services so provided for, shall be made or entered into by either the Government of New Zealand or the Government of New South Wales without the [consent] concurrence of the other of them.*

That during the continuance of the service provided for by the said Articles of even date herewith, the said Colony of New South Wales shall pay or contribute towards the expense of such service the sum of £55,000 by equal monthly instalments of £4583 6s. 8d. per month.

That the payment of the premiums by the Articles hereinbefore mentioned provided to be paid to the said Company in certain cases shall be borne by the Colony of New Zealand, and the Colony of New Zealand shall be entitled to the penalties or forfeitures by the Company so provided if any shall arise.

*That during the continuance of this agreement the port of Sydney shall be the western terminus of the said mail service, to which all the said Company's steamers conveying mails for the Governments of New Zealand and New South Wales shall come as their final port of discharge on the voyage from Panama, and from which the said Company's steamers shall start on the return voyage to Panama, it being the intention of the parties hereto that the mails carried for the New South Wales Government shall at all times be delivered in the port of Sydney by the vessel on board of which they shall be shipped at Panama, and at Panama by the vessel on board of which they shall be shipped at Sydney.*

*That until otherwise provided by mutual agreement the Government of New Zealand shall not permit or suffer any letters, newspapers, book parcels, or other things ordinarily carried by post which may be received at any port or place in New Zealand, from or through any Colony which does not, by arrangement with the said Governments of New Zealand and New South Wales, contribute to the amount paid by the said Governments to the said Company for the said mail service, to be conveyed by the said Company's steamers either as a distinct mail or portions of a mail, forwarded by such steamer, or as a portion of any mail made up of letters, newspapers, or book parcels, posted in New Zealand, but shall in the event of any letters, newspapers, or book parcels posted at New Zealand to be carried by such mail, bearing the postage mark or stamp of any Colony not contributing as aforesaid, exclude such letters, newspapers, and book parcels from the said mail.*

*All mails made up for transmission by this mail service from any port or place in Tasmania, or in any port or place in any of the Colonies of Australia not contributing to the subsidy to be paid by the Colonies of New Zealand and New South Wales to the said Company for the said mail service, shall, until otherwise provided by mutual agreement, be forwarded to the Port of Sydney for transmission by the said mail service, at which port the sea postage in respect thereof will have to be paid, and shall not be received in any port or place in New Zealand to be forwarded from thence.*

*The Government of New Zealand shall, at the expiration of each and every month during the continuance of this agreement, furnish to the Government of New South Wales a return specifying the number of all letters, newspapers, and book parcels forwarded from New Zealand by the mail steamer during the month, and a like return shall, at the expiration of each month, be forwarded by the Government of New South Wales to the Government of New Zealand: Provided always that if the Panama New Zealand and Australian Royal Mail Company shall, in any particular, fail to observe, perform, and keep all and every the terms and conditions of the said hereinbefore recited Articles of Agreement, or if the Government of New Zealand shall not, in all things, perform, observe, and keep all and every the agreement contained in these presents, according to the true intent and meaning hereof, it shall be lawful for the Governor for the time being of the Colony of New South Wales, on behalf of the Government of the said Colony, by notice in writing under his hand directed to the Governor for the time being of the Colony of New Zealand, to terminate this agreement, whereupon all liability of the said Colony of New South Wales to contribute to the expenses of the said postal services, shall at once and from thenceforth absolutely cease and determine, as if the said memoranda signed by the said I. E. Featherston and Charles Cowper respectively, and these presents had not been signed or entered into.*

NOTE—The parts included in brackets are erased.