

Enclosure in No. 10.

CONTRACT FOR PANAMA, NEW ZEALAND, AND AUSTRALIAN ROYAL MAILS.

ARTICLES OF AGREEMENT made the twenty-seventh day of June, in the year of our Lord one thousand eight hundred and sixty-eight, between His Excellency Sir George Ferguson Bowen, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand, and its Dependencies, and Vice-Admiral of the same, by and with the advice and consent of the Executive Council of the said Colony, of the one part, and the Panama New Zealand and Australian Royal Mail Company (Limited), hereinafter called "The Company," of the other part, as follows:

WHEREAS the said Company, then called "The Intercolonial Royal Mail Steam Company (Limited)," lately contracted with Crosbie Ward, Esquire, who purported, as Postmaster-General of the Colony of New Zealand, to enter into such contract, under and by virtue of the powers and provisions of "The New Zealand Post Office Act, 1858," and instructions to him for that purpose given by the Governor of New Zealand, for the performance of the services in the said contract expressed, and the extension of certain services therein mentioned, and the terms of the said contract so made by the said Crosbie Ward were expressed in a written instrument or contract which was duly executed by the parties on or about the seventeenth day of December, one thousand eight hundred and sixty-three. And whereas by "The Panama Mail Service Act, 1864," it was enacted that the Governor of the Colony of New Zealand, with the advice of the Executive Council, might, and he was thereby empowered by Order in Council to confirm, subject to the modifications thereby authorized to be made, the contract of the seventeenth day of December, one thousand eight hundred and sixty-three, and that the same, subject to such modifications being so confirmed, should be valid and effectual to all intents and purposes, and should have the same force and effect, and should bind the Government of the Colony as fully as if it had been made under an Act of the General Assembly; and further, that the Governor in Council might agree with the said Company to vary all or any of the said terms, stipulations, or conditions of the said contract in such manner as he might think for the good of the public service, and as should be agreed to by the said Company, subject to the provisions in the said Act mentioned. And whereas under and by virtue of the powers in that behalf by the said recited Act conferred on him, the Governor has agreed with the said Company to vary certain of the terms, stipulations, and conditions of the said contract of the seventeenth day of December, one thousand eight hundred and sixty-three. And whereas by a Memorandum of Agreement in writing bearing date the tenth day of February, one thousand eight hundred and sixty-five, and signed by John Larkins Cheese Richardson, Esquire, Postmaster-General of the Colony of New Zealand aforesaid, and John Vine Hall, Esquire, as acting for the said Company, it was agreed between the Government of New Zealand and the said John Vine Hall (as Agent for the said Company), that a contract should be forthwith entered into for the performance upon the terms therein mentioned or referred to of the Postal Service therein mentioned, being the service (subject to certain modifications, alterations, and extensions,) mentioned and agreed upon in the said contract of the seventeenth day of December, one thousand eight hundred and sixty-three. And whereas by a certain Letter or Memorandum in writing dated the tenth day of March, one thousand eight hundred and sixty-five, and signed by Isaac Earl Featherston, Esquire, the Agent for that purpose duly authorized of the Government of New Zealand, and by a certain other Letter or Memorandum in writing dated the twenty-second day of April, one thousand eight hundred and sixty-five, and signed by the Honorable Charles Cowper, the Colonial Secretary of the Colony of New South Wales, it was agreed by the said Isaac Earl Featherston, as such Agent as aforesaid, and the said Charles Cowper, on behalf of the Government of New South Wales, that the said Postal Service should be extended for the benefit of the said Colony of New South Wales, upon the terms in the said Letters or Memoranda respectively mentioned or referred to and hereinafter expressed and contained. And whereas by "The Panama Mail Service Act Amendment Act, 1865," the Governor, with the advice and consent of the Executive Council, is empowered on behalf of the Government of New Zealand, to execute and carry into effect such contract with the said Company or their Agent, for the modification and extension of the said contract of the seventeenth day of December, one thousand eight hundred and sixty-three, as by the said Memorandum of Agreement of the tenth day of February, one thousand eight hundred and sixty-five, is agreed to be made; and (subject to the provisions in the said Act contained) the Governor in Council is empowered from time to time to make with the said Company such agreements for the further modification of the said contract, and for the extension to all or any of the Australasian Colonies, and to such ports in the said Colonies, or any of them, as to the said Governor in Council may seem expedient, of such or similar Postal Services as in the said contract of the seventeenth day of December, one thousand eight hundred and sixty-three, mentioned, and for that purpose or otherwise for the purpose of carrying out and giving effect to the objects and provisions of the said last-mentioned Act, to alter and re-arrange or to agree to any alterations and re-arrangements of any Time Tables for arrival or departure at or from any port or ports, place or places, of the steam vessels to be employed under the said contract, or under any modification or extension thereof, and further to agree with the said Company for such additional subsidies to be paid in respect of any extensions as aforesaid, and generally from time to time to alter, modify, and extend any contract for the time being subsisting with the said Company in respect to the service in such contract mentioned, or any extension, alteration, or modification thereof, and also from time to time to make such new and other contracts with the said Company as to the Governor in Council may seem expedient for the continuation or establishment of a Postal Service or several services between Panama and New Zealand, with extensions to the other Australasian Colonies or any of them. And by the said last-mentioned Act it was provided that so long as the said Colony of New South Wales shall be admitted to participate in the said contract, under and by virtue of the Agreement in that behalf made between the said Isaac Earl Featherston and Charles Cowper, or under and by virtue of any contract thereafter to be made in pursuance of the said last-mentioned Agreement, then, and during such period, no contract after this present contract should be entered into with the said Company for such services as by the said recited contract and Agreement of the seventeenth day