

sailing as aforesaid of the second steam vessel, a further sum of five hundred pounds; and thereafter a further sum of five hundred pounds monthly for five consecutive months, or until the loss of such steam vessel before the expiration of such five months. And further that the balance (if any) of subsidy money of the one thousand two hundred and fifty pounds for service, which may from time to time be in the hands of the Government of New Zealand, and coming to him under the said agreement, shall be applied in payment to your Company for any disbursements which they may make for Mr. Hall for wages or coals of or for the steam vessels chartered by them to him,

The undertakings contained herein are of course to be subject to the due performance, from time to time by your Company, of the terms of their charter to Mr. Hall. Subject, however, to such performance, the said monthly sums of five hundred pounds are to be paid in any event, except loss; but the New Zealand Government expressly disclaim any liability to your Company in respect of such charter.

F. Trouton, Esq.,
Manager, Australasian Steam Navigation Company.

I have, &c.,
for and on behalf of the Government of New Zealand.
JULIUS VOGEL,
Postmaster-General.

No. 7.

Copy of ARTICLES OF AGREEMENT between A.S.N. Co. and Mr. H. H. HALL.

ARTICLES OF AGREEMENT made the eleventh day of January, one thousand eight hundred and seventy, between the Corporation of the Australasian Steam Navigation Company, carrying on business in Sydney and elsewhere in the Australasian Colonies, and hereinafter designated "Owners," of the one part, and Hayden Hezekiah Hall, of Sydney, aforesaid, merchant, Consul for the United States of America, and hereafter designated "Charterer," of the other part, whereby it is agreed as follows:—

1. That the said Owners will let and the said Charterer hire the steamships "Balclutha" and "Rangatira," or two other vessels of a like class, accommodation, and tonnage, at the option of the said Owners, and that the said vessels shall be seaworthy, and be furnished with all such equipments, tackle, apparel, and furniture, as are and have been ordinarily used by them as seagoing passenger vessels, and shall be provided with the usual certificate for such vessels from the Steam Navigation Board of New South Wales, required by the laws of the said Colony: and that the first of such vessels in such condition and with such certificate, shall be handed over to the said Charterer on or before the twenty-sixth day of March next, and the other in like manner on or before the twenty-seventh day of April next.

2. That such charter shall continue for the term of five years from the date when the first of such steamships shall be handed over to the said Charterer, but after the expiration of three calendar months from such date shall be determinable upon either party giving three calendar months' notice in writing of intention to determine the same. It being agreed between the said parties that this charter is for six calendar months certain at the least.

4. The Charterer shall provide and pay for the masters, engineers, and crew of the said vessels, and all port charges, wages, provisions, and fuel, and all other ordinary necessities, expenses of working and navigating the chartered vessels; but the Board of Directors or Manager of the said Company shall have the approval of the masters and engineers of the same, and if any master or engineer shall be appointed without such approval, he shall be forthwith removed if his removal be requested by such Board of Directors or Manager of the said Company. The master, engineers, and crew to be the servants of the Charterer, and not of the Owners, the said Charterer being responsible for all their actions.

4. That an inventory of the said ships shall be made, and shall at the time of handing the same over be signed by the Charterer, together with a receipt for the articles named therein, and that all articles contained in the said inventory shall be returned in good order and condition, reasonable wear and tear excepted, by the Charterer, on the said ships being respectively returned to the said Owners.

5. That all repairs required for the said ships shall be executed by the Owners at their own expense, while such ships may be in the Port of Sydney; but any repairs which may be effected by the Charterer while such ships shall be absent from Sydney, shall be done at his own costs, and the said owners shall not be bound to reimburse him such costs.

6. That to prevent the said ships from being arrested at any port, or charged or made liable for the payment of wages or any other expenses, the said Charterer agrees to pay the masters, engineers, and crew, one month's pay in advance before the said vessels leave Sydney on each voyage, by advance notes payable at the offices of the Owners three days after ship's leaving Auckland, for such seamen as are certified as having sailed in the ship, balance, if any, to be handed to Charterer; the amount of such advances to be deposited with the Manager by the Charterer before the commencement of the voyage, and to give an order on the New Zealand Government to hold at the disposal of the said Owners such balance of subsidy payable to the Charterer on each voyage as may remain in their hands, such order to be returned so soon as the Owners shall have ascertained after the termination of each voyage that the conditions of these presents have been complied with by the said Charterer, and that there are no claims affecting the said vessels.

7. The vessels hereby chartered shall not be run or employed by the said Charterer except between the Ports of Sydney in New South Wales, Auckland in New Zealand, and Honolulu in the Sandwich Islands.

8. That the said Charterer shall not carry any passengers or cargo between the Port of Sydney and any Port or Ports in New Zealand, to be landed at such port or ports, or *vice versa*, and for every passenger so carried in contravention of this article shall pay to the said Owners twenty-five pounds, and for every ton or part of a ton of cargo five pounds, as and for liquidated damages.

9. For the use of the said vessels respectively the said Charterer shall pay to the said Owners the sum of five hundred pounds in respect of each vessel upon her being handed over, and a further sum of