

sections, and specifications previously approved by or on behalf of the said Postmasters-General, or in case any of such vessels shall not have spar decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, or in case any vessel shall be employed or used for the purposes of the said Contract which shall not have been approved as aforesaid, or in case any vessel which on any such survey as in the said Articles of Agreement mentioned shall have been disapproved of, or in which such deficiency or defect as in the said Articles mentioned shall have appeared shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster-General or officer requiring the same, the said Hayden Hezekiah Hall, Paul Siemen Forbes, Edward Münster de Bussche, and Edward Cunningham, or some or one of them, or the executors or administrators of some or one of them, do and shall in any or either of the said cases pay unto the Postmasters-General for the time being of the said colonies, the sum of £25,000 as and for liquidated damages, then the above-written Bond or obligation shall be void, otherwise to remain in full force and virtue.

(L.S.)	H. H. HALL.
(L.S.)	PAUL S. FORBES.
(L.S.)	E. M. DE BUSSCHE.
(L.S.)	EDWARD CUNNINGHAM.

Signed, sealed, and delivered by the above-named
Hayden Hezekiah Hall, Paul Siemen Forbes,
Edward Münster de Bussche, and Edward
Cunningham, in the presence of,—

JOHN MACKRELL,
Solr., 21, Cannon Street, London.

JOHN WIDDECOMBE,
92, Gresham House, London.

Examined and compared with the original, of which we declare the above to be a true copy,
dated the twenty-eighth day of November, 1873.

J. D. B. LEWIS,
CHARLES BENNETT,
Clerks to Messrs. John Mackrell and Co., Solicitors,
21 Cannon Street, London.

No. 8.

Mr. T. RUSSELL to the Hon. the POSTMASTER-GENERAL.

SIR,—

London, 28th November, 1873.

I have the honor to enclose the contract made for a temporary mail service between New Zealand and San Francisco, to be performed during the time required for building the steamships for the permanent service, viz., to 27th November, 1874. The minimum speed allowed under this contract is ten knots per hour, but I am informed that the vessels employed to do this service have always maintained a much higher rate of speed, and the contractors confidently reckon on at least ten and a half or eleven knots, and by some of the vessels even more. The time table which I enclose has, however, been prepared for a ten-knot service only, in order to prevent the disappointment sure to follow if the table were prepared for a higher rate of speed which might not uniformly be attained.

You will observe that the schedule of prices in both contracts for ten-knot speed is £60,000 per annum, but that the premiums for speed in the temporary service are on a higher scale than those in the schedule to the permanent contract.

This extra price was demanded by the contractors as the inducement to them to put on the line larger and more powerful vessels than would be required for a mere ten-knot mail service, and to cover the heavy charges which devolve upon them by chartering and sending special vessels to a distant mail station (and afterwards sending them back) for the very short time required under the present contract.

I assented to this arrangement,

1. Because, under existing circumstances, Mr. Samuel urged the need to New South Wales of an immediate and efficient service, and I felt bound to co-operate with him.

2. Having reference to past failures, I felt the importance of beginning the new service with the best steamers obtainable, so as to insure, as far as possible, success for the future.

3. I thought, under the exceptional circumstances just referred to, that the demand was a reasonable one, should the ships attain the increased speed to entitle the contractors to the larger payments.

4. This temporary arrangement is only until November, 1874, and our share of the increased payment for extra speed is not likely to exceed the £40,000 per annum granted by the House of Representatives for the permanent service.

The Hon. the Postmaster-General, New Zealand.

I have, &c.,
THOMAS RUSSELL.

Enclosure in No. 8.

TEMPORARY CONTRACT.

ARTICLES OF AGREEMENT made and entered into, this twenty-seventh day of November, one thousand eight hundred and seventy-three, between the Honorable SAUL SAMUEL, the Postmaster-General of the Colony of New South Wales, as such Postmaster-General, and acting for and on behalf of the Government of the said colony, of the first part; the Honorable JULIUS VOGEL, the Postmaster-General of the