

# FURTHER PAPERS

RELATIVE TO

# THE PANAMA MAIL SERVICE.

*(In continuation of Papers presented 16th October, 1868.)*

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PRESENTED TO BOTH HOUSES OF THE GENERAL ASSEMBLY, BY COMMAND OF  
HIS EXCELLENCY.

---

WELLINGTON.

—  
1869.



## FURTHER PAPERS RELATIVE TO THE PANAMA MAIL SERVICE.

### No. 1.

Mr. GISBORNE to the Hon. the COLONIAL SECRETARY, New South Wales.

Colonial Secretary's Office,  
Wellington, 14th October, 1868.

(162.)  
SIR,—

I have the honor to acknowledge the receipt of your letter No. 144, of the 9th ultimo, and, in compliance with the request contained therein, transmit to you the accompanying instrument, under the hand of the Hon. the Postmaster-General of this Colony, appointing the Hon. Mr. Tighe to be his agent at the Port of Sydney in connection with the Panama Mail Service.

I have, &c.,

(For the Colonial Secretary)

The Hon. the Colonial Secretary,  
New South Wales.

W. GISBORNE,  
Under Secretary.

### Enclosure in No. 1.

To all to whom these presents shall come, I, JOHN HALL, Her Majesty's Postmaster-General for the Colony of New Zealand, send greeting :

WHEREAS by certain Articles of Agreement made the 27th day of June, in the year of our Lord 1868, 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), of the other part, certain stipulations, terms, and agreements were made and entered into for the conveyance by the said Company of mails between Panama, New Zealand, and New South Wales: And whereas by the said Articles of Agreement it was, amongst other things, agreed that every master, commander, or officer of any vessel for the time being employed in the performance of the said Agreement, duly authorized and intrusted by the Postmaster-General of New Zealand with, and having the charge and custody of, mails, should himself, immediately on the arrival of any such vessel at any of the ports or places therein mentioned, deliver all mails for such port or place into the hands of the Postmaster, or such other person at the port or place as the Postmaster-General of New Zealand shall authorize to receive the same: And whereas by the said Articles of Agreement it is further agreed that the Postmaster-General of New Zealand shall have full power whenever and so often as he may deem it requisite, to survey, by any competent person he may appoint, all or any of the vessels employed and to be employed in the performance of the said Agreement, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, boats, stores, equipments, and the officers, engineers, and crew of every such vessel: And whereas by the said Articles of Agreement it is further agreed that the said Company, and all commanding and other officers of the vessels employed in the performance of the said Agreement, and all agents, seamen, and servants of the Company shall at all times punctually attend to the orders and directions of the Postmaster-General of New Zealand, his officers or agents, as to the mode, time, and place of landing, delivering, and receiving of mails: And whereas by the said Articles of Agreement the Postmaster-General of New Zealand is authorized to appoint agents, or an agent, for the performance of divers other acts and the exercise of other powers in the said Agreement mentioned: And whereas I, the said John Hall, as such Postmaster-General as aforesaid, am desirous to appoint an agent in Sydney, in the Colony of New South Wales, in manner hereinafter appearing: And whereas Atkinson Alfred Patrick Tighe, Esquire, Her Majesty's Postmaster-General for the Colony of New South Wales, has consented to be nominated as such agent:

Now therefore I, the said John Hall, as such Postmaster-General of New Zealand as aforesaid, do hereby nominate, constitute, and appoint Atkinson Alfred Patrick Tighe, Esquire, Her Majesty's Postmaster-General for the Colony of New South Wales, to be the Agent at the Port of Sydney, in the Colony of New South Wales, for the Postmaster-General of New Zealand, to receive all mails at the Port of Sydney aforesaid, and to survey all or any of the vessels employed in the performance of the said Agreement, and the hulls thereof, and the machinery, furniture, tackle, apparel, boats, stores, equipments, and the officers, engineers, and crew of every such vessel, and to order and direct the mode, time, and place of landing, delivering, and receiving mails at the Port of Sydney aforesaid, and generally to do, execute, and perform all acts, deeds, matters, and things within the Colony of New South Wales, which by the said Articles of Agreement are authorized to be done, executed, or performed by the Postmaster-General of New Zealand, or his duly appointed Agent.

Witness my hand this tenth day of October, one thousand eight hundred and sixty-eight.

JOHN HALL.

Signed by the above-named John Hall, Her Majesty's  
Postmaster-General for New Zealand, in the  
presence of

G. ELLIOTT ELLIOTT,  
Secretary, General Post Office, New Zealand.

## FURTHER PAPERS RELATIVE TO

## No. 2.

The Hon. the COLONIAL SECRETARY, New South Wales, to the Hon. E. W. STAFFORD.  
(No. 68-6082.)

SIR,—  
Colonial Secretary's Office,  
Sydney, New South Wales, 4th November, 1868.  
In acknowledging the receipt of your letter of the 14th ultimo, transmitting an instrument, bearing date the 10th idem, under the hand of the Postmaster-General of New Zealand, appointing the Hon. Atkinson Alfred Patrick Tighe, Postmaster-General of New South Wales, his agent at the Port of Sydney in connection with the Panama Mail Service; I have the honor to inform you that the above-mentioned office is now filled by the Hon. Daniel Egan; and to suggest, for the consideration of your Government, the advisability of the local agent being appointed not by name, but as the Postmaster-General for the time being.  
I have, &c.,  
The Hon. the Colonial Secretary, New Zealand,  
Wellington. JOHN ROBERTSON.

## No. 3.

The Hon. E. W. STAFFORD to the Hon. the COLONIAL SECRETARY, New South Wales.

SIR,—  
Colonial Secretary's Office,  
Wellington, 22nd December, 1868.  
With reference to your letter No. 175 of the 4th ultimo, I have the honor to transmit herewith an instrument, under the hand of the Hon. the Postmaster-General of this Colony, appointing the Hon. the Postmaster-General for the Colony of New South Wales to be his agent at the Port of Sydney in connection with the Panama Mail Service.  
I have, &c.,  
The Hon. the Colonial Secretary, New South Wales. E. W. STAFFORD.

## Enclosure in No. 3.

To all to whom these presents shall come, I, JOHN HALL, Her Majesty's Postmaster-General for the Colony of New Zealand, send greeting:

WHEREAS by certain Articles of Agreement made the 27th day of June, in the year of our Lord 1868, 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), of the other part, certain stipulations, terms, and agreements were made and entered into for the conveyance by the said Company of mails between Panama, New Zealand, and New South Wales: And whereas by the said Articles of Agreement it was, amongst other things, agreed that every master, commander, or officer of any vessel for the time being employed in the performance of the said Agreement, duly authorized and intrusted by the Postmaster-General of New Zealand with, and having the charge and custody of, mails, should himself, immediately on the arrival of any such vessel at any of the ports or places therein mentioned, deliver all mails for such port or place into the hands of the Postmaster, or such other person at the port or place as the Postmaster-General of New Zealand shall authorize to receive the same: And whereas by the said Articles of Agreement it is further agreed that the Postmaster-General of New Zealand shall have full power whenever and so often as he may deem it requisite, to survey, by any competent person he may appoint, all or any of the vessels employed and to be employed in the performance of the said Agreement, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, boats, stores, equipments, and the officers, engineers, and crew of every such vessel: And whereas by the said Articles of Agreement it is further agreed that the said Company, and all commanding and other officers of the vessels employed in the performance of the said Agreement, and all agents, seamen and servants of the Company shall at all times punctually attend to the orders and directions of the Postmaster-General of New Zealand, his officers or agents, as to the mode, time, and place of landing, delivering, and receiving of mails: And whereas by the said Articles of Agreement the Postmaster-General of New Zealand is authorized to appoint agents, or an agent, for the performance of divers other acts and the exercise of other powers in the said Agreement mentioned:

Now therefore I, the said John Hall, as such Postmaster-General of New Zealand as aforesaid, do hereby nominate, constitute, and appoint the person who, from time to time during the continuance of the said Agreement, shall for the time being hold the office of Postmaster-General for the Colony of New South Wales, to be the Agent at the Port of Sydney, in the Colony of New South Wales, for the Postmaster-General of New Zealand, to receive all mails at the Port of Sydney aforesaid, and to survey all or any of the vessels employed in the performance of the said Agreement, and the hulls thereof, and the machinery, furniture, tackle, apparel, boats, stores, equipments, and the officers, engineers, and crew of every such vessel, and to order and direct the mode, time, and place of landing, delivering, and receiving mails at the Port of Sydney aforesaid, and generally to do, execute, and perform all acts, deeds, matters, and things within the Colony of New South Wales, which by the said Articles of Agreement are authorized to be done, executed, or performed by the Postmaster-General of New Zealand or his duly appointed Agent.

Witness my hand this twelfth day of December, one thousand eight hundred and sixty-eight.  
JOHN HALL.

Signed by the above-named John Hall, Her Majesty's  
Postmaster-General for New Zealand, in the  
presence of

J. BUTLER BEALE,  
Clerk, General Post Office, Christchurch.

## No. 4.

The Hon. the COLONIAL SECRETARY, New South Wales, to the Hon. E. W. STAFFORD.

(No. 68-7385.)

Colonial Secretary's Office,

SIR,— Sydney, New South Wales, 12th January, 1869.

I have the honor to acknowledge the receipt of your letter of the 22nd ultimo, transmitting an instrument appointing the Postmaster-General of New South Wales to be agent for the Postmaster-General of New Zealand in connection with the Panama Mail Service.

I have, &c.,

The Hon. the Colonial Secretary, New Zealand,  
Wellington.

HENRY HALLORAN.

## No. 5.

Mr. SCUDAMORE to the Hon. J. HALL.

SIR,—

General Post Office, London, 25th September, 1868.

The Postmaster-General has received a letter from the Director-General of the French Post Office, inquiring on what terms mails can be transmitted between France and Tahiti, and the other French possessions in Oceania, in the event of arrangements being made for connecting those possessions with the Colonial mail packets between Panama and New Zealand, at some point in the Pacific; and I am to request that you will inform His Grace what charge per ounce of letters, and per pound of printed papers, would be made by the New Zealand Post Office for the carriage of the French mails referred to, to and from Panama.

Under the terms of the Postal Convention between this country and France, the French Post Office has the power to send closed mails to any French possession by a British mail packet for a sea postage of 6d. per ounce for letters, if the distance does not exceed 2000 miles, and 1s. per ounce if exceeding 2,000 miles; and 5d. per pound for printed papers, irrespective of distance.

I have, &c.,

The Postmaster-General, Wellington, N.Z.

F. J. SCUDAMORE.

## No. 6.

The Hon. J. HALL to the SECRETARY, Post Office, London.

SIR,—

General Post Office, Wellington, 24th November, 1868.

No. 5 of this series.

I have the honor to acknowledge the receipt of your letter of the 25th September, 1868 (192), requesting to be informed what charge per ounce of letters, and per pound of printed papers, would be made by this department for carriage by the mail packet between Panama and New Zealand of mails to and from Tahiti, and other French possessions in Oceania. In reply, I have the honor to inform you that Mons. Villemans, an officer of the French Imperial navy, recently visited this Colony, accredited by the Tahitian Government to make arrangements for the conveyance of the mails above alluded to, and I herewith enclose a copy of the correspondence which passed between that officer and myself on this subject. Mons. Villemans expressed himself perfectly satisfied with the arrangements thus arrived at; but should you be of opinion that they require modification, I shall be glad to consider any suggestions with which you may furnish me. It would, however, be necessary to obtain for such modification the assent of the New South Wales Government.

Panama Papers,  
1868, Nos. 44 to 48,  
p. 40, E. No. 2.

I have, &c.,

JOHN HALL,

Postmaster-General.

The Secretary, General Post Office, London.

## No. 7.

Mr. ELIOTT ELIOTT to Mr. CORBETT.

SIR,—

General Post Office, Wellington, 12th September, 1868.

I am directed to inform you it is probable mails for Tahiti may occasionally reach your office in the Auckland mails from Panama, in which case you will be good enough to retain such mails at your office until a vessel from the Tahitian Government arrives at Auckland, by which they can be forwarded.

I have, &c.,

G. ELIOTT ELIOTT,

Secretary.

The Chief Postmaster, Auckland.

## No. 8.

Mr. CORBETT to Mr. ELIOTT ELIOTT.

SIR,—

Chief Post Office, Auckland, 2nd October, 1868.

With reference to your letter instructing me that mails for Tahiti received *via* Panama are to be retained in this office for transmission by Tahitian Government vessels, I beg leave to inquire whether I must retain the mails notwithstanding that a British merchant vessel might be sailing direct for Tahiti prior to arrival here of the Tahitian Government vessel? I ask the question because in this port it is by no means an unlikely contingency, and is one with respect to which it is advisable that there be no misunderstanding.

I have, &c.,

W. CORBETT,

Chief Postmaster.

The Secretary, General Post Office, Wellington.

## FURTHER PAPERS RELATIVE TO

## No. 9.

Mr. ELIOTT ELIOTT to Mr. CORBETT.

SIR,—

Sept. 12, 1868.  
No. 6 of this  
series.

General Post Office, Wellington, 22nd October, 1868.  
Adverting to my letter noted in the margin, and to your communication of the 2nd instant respecting the transmission from Auckland of correspondence for Tahiti, I am directed to inform you that the Government is in communication with the Tahitian postal authorities on the subject to which your letter refers, the result of which will be communicated to you.

In the meantime you will, when merchant vessels sail direct from Auckland for Tahiti, send any correspondence specially marked to go by such vessels; but any mails brought by the Panama steamers are to be forwarded only by the French Government vessel to be sent for them.

The Chief Postmaster, Auckland.

I have, &amp;c.,

G. ELIOTT ELIOTT.

## No. 10.

Mr. ELIOTT ELIOTT to the POSTMASTER, Tahiti.

SIR,—

General Post Office, Wellington, 22nd October, 1868.

Referring to the arrangement made by the Postmaster-General of this Colony and Mons. Villemssens, respecting the transmission of mails to and from Tahiti by the Panama Steam Mail Service, whereby the mails for Tahiti, in the event of the mail steamers not calling at the Island of Opara, were to be sent on to Auckland, and there to be retained pending the arrival of a French Government vessel for them, I am directed by the Postmaster-General of New Zealand to inquire whether it is desired that these mails should be so detained in the event of a merchant vessel, by which they could be despatched, leaving Auckland direct for Tahiti, prior to the arrival of the French Government vessel.

The Postmaster-General of New Zealand will be glad to receive the expression of the wishes of the Tahitian Government in this matter; in the meantime instructions have been given, that when merchant vessels sail direct from Auckland to Tahiti, correspondence specially marked to go by such vessels is to be sent, but any mails brought by the Panama steamers are to be forwarded only by the Government vessel to be sent for them.

I have, &amp;c.,

G. ELIOTT ELIOTT,

Secretary.

The Officer in Charge, Postal Department, Tahiti.

## No. 11.

The Hon. the POSTMASTER-GENERAL, New South Wales, to the Hon. J. HALL.

(No. 68-9049.)

SIR,—

General Post Office, Sydney, 11th December, 1868.

Panama Papers  
1868, No. 49,  
p. 42, E. No. 2.

I do myself the honor to acknowledge the receipt of your Despatch, dated the 24th September last, and the memorandum of detail, relative to the conveyance of Tahitian correspondence by the Panama and New Zealand Royal Mail Packets; and, in reply, have to inform you that the Government of this Colony concur in the arrangement.

I have, &amp;c.,

The Hon. the Postmaster-General, Wellington,  
New Zealand.

DAN. EGAN,

Postmaster-General.

## No. 12.

The POSTMASTER, Tahiti, to Mr. G. ELIOTT ELIOTT.

(No. 1014.)

SIR,—

Papeete, 23rd February, 1869.

Your communication, dated the 22nd October, 1868, by which I have been honoured, came to hand 2nd February, 1869. As yet no change has been ordered in our usual postal route, nor is any expected.

I have, &amp;c.,

G. Elliott Elliott, Esq.

A. SOUVE,

In charge of Postal Service.

## No. 13.

Mr. JOHN MORRISON to the Hon. E. W. STAFFORD.

(No. 617.)

SIR,—

Office of the New Zealand Government Agency,  
3, Adelaide Place, King William Street,  
London, E.C., 1st September, 1868.

Panama Papers,  
1868, No. 11,  
p. 14, E. No. 2.

I have the honor to acknowledge the receipt of your letter No. 83, of the 8th July last, transmitting duplicate copies of the Panama Mail Contract, under the hand of His Excellency the Governor and the Seal of the Colony, at the same time directing me to deliver one copy to the Directors of the Panama, New Zealand, and Australian Royal Mail Company, on receipt of the other copy duly executed by them.

In reply, I beg to state that the instructions of the Government shall receive my careful attention, and that, in accordance with your request, I have delivered the two printed copies of the contract (also transmitted by the Government) to the Company.

I have, &amp;c.,

The Hon. the Colonial Secretary, Wellington,  
New Zealand.

JOHN MORRISON.

(pro W. G. McKellar.)

## No. 14.

Mr. JOHN MORRISON to the Hon. E. W. STAFFORD.

Office of the New Zealand Government Agency,  
3, Adelaide Place, King William Street,  
London, E.C., 31st October, 1868.

(No. 676.)

SIR,—

Adverting to my letter of the 1st September last, No. 617, relative to the duplicate copies of the Panama Mail Contract transmitted in your letter No. 83, of the 8th July last. I have now to state that, after repeated applications to the Panama, New Zealand, and Australian Royal Mail Company, both personally and through the solicitors employed by me, to have the contracts legally executed, I have as yet failed to get that Company to execute the same.

From the reports of the meeting of the shareholders of this Company, statements of which, published in the daily papers, I have the honor to transmit with other extracts, it will be observed that the present position of the Company may be the cause why so much delay has arisen.

Enclosed I beg to hand herewith a letter just received from Messrs. Dawes and Sons, the solicitors, relative to this subject.

I have, &amp;c.,

The Hon. the Colonial Secretary, Wellington,  
New Zealand.

JOHN MORRISON

(pro W. G. McKellar).

## Enclosure in No. 14.

Messrs. DAWES and SONS to Mr. JOHN MORRISON.

*Panama Mail Contract.*

9, Angel Court, Throgmorton Street,

London, E.C., 30th October, 1868.

DEAR SIR,—

After writing to you on the 8th instant, we on the 10th received a letter from Messrs. Cunliffe and Beaumont, stating that they were not properly instructed, and would write to the Secretary. Not, however, hearing from Messrs. Cunliffe, we on the 14th attended at the Company's Office, and were informed that Messrs. Cunliffe were fully instructed, and on that day wrote to them to that effect, and pressed the completion.

On the same day (14th October) we received a letter from Messrs. Cunliffe, stating they had not received any further instructions, but expected to see the Secretary in a day or two. We took this letter to the Company's Office, saw the Secretary, and told him we could not understand his statement, as the letter was contradictory to it; to which he replied that Messrs. Cunliffe were instructed, and he would see them at once.

We wrote to Messrs. Cunliffe again on the 24th instant, but have not yet heard from them.

You are aware, from the reports of the meetings of the Company in the public papers, of its position, which may possibly account for the great delay.

We are, &amp;c.,

John Morrison, Esq.

DAWES AND SONS.

## No. 15.

Mr. W. GISBORNE to Mr. JOHN MORRISON.

Colonial Secretary's Office,

Wellington, 5th January, 1869.

SIR,—

I have the honor, by direction of Mr. Stafford, to acknowledge the receipt of your letter No. 676, of the 31st October last, stating that you had been unable to get the P.N.Z. and A.R.M. Co. to execute the contract sent to you in my letter No. 83, of 8th July last.

I have, &amp;c.,

J. Morrison, Esq., 3, Adelaide Place,  
King William Street, London, E.C.

W. GISBORNE,

Under Secretary.

## No. 16.

Captain BENSON to the Hon. J. HALL.

Panama, New Zealand and Australian Royal Mail Co. (Limited),  
Sydney, Melbourne, and New Zealand,

Wellington, 9th December, 1868.

SIR,—

It is my painful duty to inform you I am instructed by this Company's special representatives at Sydney that, through circumstances beyond our control, the mail service to Panama must cease with the departure of the "Rakaia" yesterday.

I have, &amp;c.,

The Hon. the Postmaster-General,  
Wellington.

H. B. BENSON,

General Manager.

## No. 17.

The Hon. E. W. STAFFORD to the Hon. the COLONIAL SECRETARY, N.S.W.

Colonial Secretary's Office,

Wellington, 10th December, 1868.

SIR,—

I have the honor to transmit the copy of a communication received from the General Manager of the P.N.Z. and A.R.M. Co. in New Zealand, stating that, through circumstances beyond the control of the Company, the steam mail service to Panama must cease with the departure of the "Rakaia," which left for Panama on the 8th inst.

I have, &amp;c.,

The Hon. the Colonial Secretary, New South Wales.

E. W. STAFFORD.

No. 16 of this series.

## FURTHER PAPERS RELATIVE TO

## No. 18.

The Hon. the COLONIAL SECRETARY, N.S.W., to the Hon. E. W. STAFFORD.  
(68-7301.)

SIR,—

Colonial Secretary's Office,

Sydney, New South Wales, 31st December, 1868.

I have the honor to acknowledge the receipt of your letter of the 10th on the 24th instant, transmitting the copy of a communication received from the General Manager of the Panama, New Zealand, and Australian Royal Mail Company in New Zealand, stating that, through circumstances beyond the control of the Company, the steam mail service to Panama must cease with the departure of the "Rakaia," which left New Zealand for Panama on the 8th instant, and to inform you, in reply, that this Government accept the notice thereby conveyed of the termination of the contract.

I have, &amp;c.

The Hon. E. W. Stafford, Wellington, N.Z.

JOHN ROBERTSON.

## No. 19.

Captains BLANE and HALL to the Hon. J. HALL.

SIR,—

Sydney, 2nd December, 1868.

We have the honor to request that you will pay out of the subsidies coming to the Panama, New Zealand, and Australian Royal Mail Company (Limited), to the Royal Mail Steam Packet Company, the sum of £4,500, after payment of the amount due to the Union Bank of Australia by this Company, such subsidy to the extent of £4,500 being assigned by the Panama Company to the Royal Mail Company.

We have, &amp;c.,

GEORGE BLANE, } Commissioners  
JOHN VINE HALL, } P.N.Z. and A.R.M. Co.

For and on behalf of the Panama, New Zealand, and Australian  
Royal Mail Company, by their Attorneys.

To the Postmaster-General and the General Government  
of New Zealand.

## No. 20.

Mr. G. ELLIOTT ELLIOTT to Captains BLANE and HALL.

General Post Office,

GENTLEMEN,—

Wellington, 14th December, 1868.

I have the honor to acknowledge receipt of your letter of the 2nd inst., requesting the Postmaster-General of New Zealand to pay out of the subsidies coming to the P.N.Z. and A.R.M. Co. (Limited), to the Royal Mail Steam Packet Co., the sum of £4,500, after payment of the amount due to the Union Bank of Australia by the P.N.Z. and A.R.M. Co., such subsidy to the extent of £4,500 being assigned by the latter to the Royal Mail Co.

In reply, I am directed to inform you that all subsidies due to the P.N.Z. and A.R.M. Co. having been paid up to the end of last month (November), no payments are at present due to that Company. The New Zealand Government, without admitting that under present circumstances any payments on account of the Panama Service can be made either to the Company or its assignees, would (in reference to the request conveyed in your letter) require that a proper assignment should be produced before the Government could recognize assignees as entitled to receive any subsidies which might from time to time become payable to the Company.

I have, &amp;c.,

Captain Blane, R.N., }  
Captain J. Vine Hall, } Sydney.

G. ELLIOTT ELLIOTT,  
Secretary.

## No. 21.

Mr. G. ELLIOTT ELLIOTT to Captain BENSON.

General Post Office,

SIR,—

Wellington, 14th December, 1868.

I am directed to forward for your information the enclosed copy of a letter from Captain Blane, R.N., and Captain J. Vine Hall, and of my reply thereto, relative to the payment of subsidy to the Royal Mail Steam Company on account of your Company.

I have, &amp;c.,

The General Manager, P.N.Z. and A.R.M. Co.,  
Wellington.

G. ELLIOTT ELLIOTT,  
Secretary.

## No. 22.

Mr. KERR to the Hon. J. HALL.

Union Bank of Australia,

SIR,—

Wellington, 10th December, 1868.

I have the honor to hand you a notice from the Inspector and General Manager of this Bank of a lien granted in his favor by the Panama, New Zealand, and Australian Royal Mail Company, to secure certain advances at our Sydney Branch, and requesting the favour of your paying over to this Bank the monthly subsidies payable from time to time under the Panama Mail Contract.

And I have further the honor to lodge herewith in your hands the original order and authority of the General Manager of the Panama, New Zealand, and Australian Royal Mail Company in my favour,



dated 15th June last, authorizing and empowering me to receive and grant discharges on behalf of the Company for the sums to be received by me on behalf of this Bank under it.

I have therefore the honor to request that you will favour me with an acknowledgment of the receipt of these documents, and an intimation that it is the intention of the Government to give effect to them.

I have, &c.,

A. KERR,

Manager.

The Hon. the Postmaster-General of New Zealand.

### Enclosure 1 in No. 22.

Panama, New Zealand, and Australian Royal Mail Company (Limited),  
Sydney and New Zealand,

SIR,—

Wellington, 15th June, 1868.

On behalf of this Company, I hereby authorize and empower the Manager of the Union Bank of Australia at Wellington to receive that portion of the monthly subsidy payable to this Company in Wellington in respect of the Panama Mail Service, and I further request that you will pay the same to his order on application, and his receipt or discharge for the amount so paid shall be as binding on this Company as if such receipt or discharge was signed by me on the Company's behalf.

I have, &c.,

To the Hon. the Colonial Treasurer,  
Wellington.

H. B. BENSON,

General Manager.

### Enclosure 2 in No. 22.

Mr. McMULLEN to the Hon. J. HALL.

Inspector and General Manager's Office,

Union Bank of Australia,

Melbourne, 26th November, 1868.

(No. 252.)

SIR,—

I have the honor to intimate to you, for the information of the Government of New Zealand, that by letter dated the 15th June, 1868, and for the consideration therein mentioned, Captain H. B. Benson, the General Manager of the Panama, New Zealand and Australian Royal Mail Company, pursuant to due authority from the Directors of the said Company, gave to me, on behalf of the Union Bank of Australia, a lien upon all the subsidies payable by the Government of New Zealand to the said Panama, New Zealand, and Australian Royal Mail Company, as collateral security for advances made and to be made by the Sydney Branch of this Bank, not exceeding £12,000 at any one time; and that there is now due to this Bank, for money advanced on security of said lien, £9,500 and upward: wherefore I beg respectfully to request that all subsidies payable by the said Government of New Zealand to the said Panama, New Zealand, and Australian Royal Mail Company, shall be paid to their credit with this Bank until said debt shall be fully discharged, with all interest and charges thereon.

I have, &c.,

The Hon. the Postmaster-General,  
New Zealand.

JNO. McMULLEN,

Inspector and General Manager.

### No. 23.

Mr. G. ELLIOTT ELLIOTT to Mr. A. KERR.

General Post Office,

SIR,—

Wellington, 14th December, 1868.

I am directed to acknowledge receipt of your letter of the 10th instant, enclosing a notice No. 22 of this series dated 26th November, 1868, addressed to the Postmaster-General of New Zealand, from the Inspector and General Manager of your Bank, of a lien granted in his favour by the P.N.Z. and A.R.M. Company (Limited), to secure certain advances at the Sydney Branch of the Bank, in which you request the Postmaster-General to pay to the Bank the monthly subsidies payable from time to time to them under the Panama Mail Contract, and also enclose an original order and authority addressed to the Colonial Treasurer from the General Manager of the Company in favour of your Bank, dated 15th June last, authorizing and empowering you to receive and grant discharges on behalf of the Company for money received by you in virtue of that authority.

In reply, I am to point out to you that the letter signed by Captain Benson on the 15th June last only authorizes the Manager of the Union Bank of Australia at Wellington to receive that portion of the monthly subsidy payable in Wellington in respect of the Panama Mail Service, while in your letter you ask, apparently, for the whole monthly subsidies which may become payable from time to time under the Panama Mail Contract; and in the letter of the 26th November, from the Inspector of the Union Bank of Australia, he states that there is now due to that Bank by the P.N.Z. and A.R.M. Company, £9,500 and upwards, and requests that all subsidies payable by the Government of New Zealand to the said Company shall be paid to their credit with the Bank until the said debt shall be fully discharged, with all interest and charges thereon.

As the authority given by Captain Benson only refers to that portion of the subsidy in respect of the Panama Mail Contract payable in Wellington, amounting to £4,583 6s. 8d. monthly, while your Inspector asks that the whole monthly subsidies payable to the Company, amounting to £10,000 a month, shall be paid to the Bank, I am to request that you and the General Manager of the P.N.Z. and A.R.M. Company may jointly intimate to the Government the precise sum which it is desired may be paid by the Government to the Bank on account of subsidies which may from time to time become

payable to the Company. I am further to observe, that all subsidies due to the P.N.Z. and A.R.M. Company having been paid up to the end of last month (November), no payments are at present due.

A. Kerr, Esq., Manager,  
Union Bank of Australia, Wellington.

I have, &c.,  
G. ELIOTT ELIOTT,  
Secretary.

## No. 24.

Mr. A. KERR to the Hon. J. HALL.

Union Bank of Australia,  
Wellington, 17th December, 1868.

SIR,—

I have the honor to acknowledge receipt of your letter of the 14th instant, which owns receipt of my letter of 10th and its enclosures, viz., notice dated 26th November, 1868, from the Inspector and General Manager of this Bank, of a lien dated 15th June, 1868, granted in his favour by the General Manager of the Panama, New Zealand, and Australian Royal Mail Company (Limited), over all subsidies payable to that Company by the Government of New Zealand in respect of the Panama Mail Contract, until certain advances made by the Sydney Branch of this Bank have been paid off. Also, an order and authority from Captain Benson, the General Manager of the Company, addressed to the Colonial Treasurer, authorizing and empowering me to receive and give discharge for the moiety of the subsidies payable monthly in Wellington.

I feel it necessary, from the tenor of your letter now under reply, to explain that I have in my possession the lien over all the subsidies referred to by the Inspector and General Manager of this Bank, but that by an arrangement between the Company and the Bank it was agreed that one moiety of the subsidy should be paid to this Bank in Wellington, and one moiety in Sydney—an arrangement which at the present time I have no wish to disturb; and further, that as soon as our claim shall have been satisfied, you shall be apprised of the fact without any delay.

I have, &c.,  
A. KERR,  
Manager.

The Hon. Postmaster-General of New Zealand.

## No. 25.

Mr. A. KERR to the Hon. J. HALL.

Union Bank of Australia,  
Wellington, 21st December, 1868.

SIR,—

With reference to my letters of 10th and 17th instant, I have now the honor to inform you that the General Manager of the Panama, New Zealand, and Australian Royal Mail Company (Limited), has satisfied the claims of this Bank in respect of sums due to it at Sydney and Wellington; therefore the documents to which I referred, viz., lien over all subsidies payable to the Company by the Government under the Panama Mail Contract, and the order and authority from the General Manager of the Company, addressed to the Colonial Treasurer, empowering me to receive and give discharge for the moiety of the subsidy payable in Wellington, both dated 15th June, 1868, I hereby beg to withdraw.

I have, &c.,  
A. KERR,  
Manager.

The Hon. the Postmaster-General, Wellington.

## No. 26.

Mr. G. ELIOTT ELIOTT to Mr. A. KERR.

General Post Office,  
Wellington, 23rd December, 1868.

SIR,—

I am directed to acknowledge receipt of your letter of 21st instant, intimating that the General Manager of the Panama, New Zealand, and Australian Royal Mail Company (Limited), has satisfied the claims of your Bank, in respect of sums due to it at Sydney and Wellington, as referred to in your letters of the 10th and 17th instant, and withdrawing the lien held by the Bank on the subsidies payable to the Company.

A. Kerr, Esq., Manager,  
Union Bank of Australia, Wellington.

I have, &c.,  
G. ELIOTT ELIOTT,  
Secretary.

## No. 27.

Mr. R. MARSHALL to the Hon. J. HALL.

Wellington, New Zealand, 21st January, 1869.

SIR,—

I beg leave to forward for your inspection the under-mentioned documents:—

1st October, 1868.—(Original) Power of Attorney from the Royal Mail Steam Packet Company, giving me full powers to act in relation to certain vessels the property of the Panama, New Zealand, and Australian Royal Mail Company (Limited), mortgaged to the Royal Mail Steam Packet Company.

14th January, 1869.—(Original) Assignment by the Panama, New Zealand, and Australian Royal Mail Company (Limited), to the Royal Mail Steam Packet Company, of a sum of four thousand five hundred pounds, to become due by way of subsidy from the New Zealand Government on arrival of the "Rakaia" from Panama; and

24th July, 1868.—(Attested copy) Joint and several Power of Attorney from the Panama, New Zealand, and Australian Royal Mail Company (Limited) to Captain Blane and John Vine Hall, Esq., enabling the execution of the assignment above mentioned.

The claim of the Union Bank of Australia, referred to in the assignment, has been satisfied.

I have, on behalf of my principals, to intimate that if the Government of New Zealand will undertake to pay to me the instalment of subsidy which will become payable on the arrival in Wellington of the s.s. "Rakaia," without deduction on account of penalties or otherwise, then I am to waive the present payment of the four thousand five hundred pounds now coming due, so far as the rights of the Royal Mail Steam Packet Company under the assignment are concerned.

I have, &c.,

The Hon. the Postmaster-General.

ROBERT MARSHALL.

### No. 28.

The Hon. J. HALL to Mr. R. MARSHALL.

SIR,—

General Post-office, Wellington, 25th January, 1869.

I have the honor to acknowledge the receipt of your letter of the 21st inst., claiming payment to the Royal Mail Steam Packet Company of the sum of £4,500, to become due to the P.N.Z. and A.R.M. Co. on the arrival of the s.s. "Rakaia," and forwarding in support of that claim certain documents herewith returned. I beg, after careful consideration of your letter by this Government, to convey to you the following reply:—

Looking to the exertions made by the P.N.Z. and A.R.M. Company, to carry out faithfully the stipulations of their contract, to the efficient manner in which the service has been performed, and to the serious losses which this service has entailed upon the shareholders, the New Zealand Government is desirous to act with as much consideration to the Company as its duty to the Colony will allow. Acting in this spirit, the Government is disposed not to enforce the penalties which may have been incurred by the Panama Company through the termination of their contract; this remark applies both to the penalty of £6,000 referred to in clause 28, and to those which have been and may be incurred through the non-despatch of a steamer to Panama in the present and the following month. New South Wales is, however, interested equally with New Zealand in this contract, and provides half the subsidy. I am unwilling, therefore, to enter into any positive engagement on this subject without previous consultation with the Government of New South Wales, but a communication will without delay be addressed to that Government, with a view of obtaining its assent to the course above indicated.

In the meantime, I beg to point out that the non-enforcement of penalties could not apply to those which in the ordinary course of the carrying out of the contract may be incurred by delay in the course of the voyage of the "Rakaia;" and also that, inasmuch as the Government is advised the power of attorney from the Panama Company to Mr. Vine Hall did not authorize him to make the assignment which you forwarded to me, the receipt of the Company's agent, as well as that of yourself, will be required on payment to you of any moneys becoming due to the Company.

I shall feel obliged by your furnishing me with a copy of each of the documents returned herewith, as they are required as vouchers for the payments above referred to.

I have, &c.,

Robert Marshall, Esq., Club, Wellington.

JOHN HALL,  
Postmaster-General.

### No. 29.

Mr. R. MARSHALL to the Hon. J. HALL.

SIR,—

Wellington, 26th January, 1869.

I have the honor to acknowledge the receipt of your letter of the 25th instant, and to tender my thanks for the prompt attention which has been given to my application.

Your letter appears to leave it open to doubt whether the instalments of subsidy which would fall due to the Panama Company on the arrival of the "Rakaia," will not be intercepted on account of penalties incurred by that Company, the contingency upon which your letter indicates that this may happen being as likely to occur as the reverse.

The Agent of the Panama Company agrees with me in thinking that the spirit of the contract made by Agent Vine Hall with the Company I represent, and probably the ultio of the contract in the events which have happened, warrants me in calling for payment of the instalment of subsidy which falls due on arrival of the "Ruahine," and acting up to the spirit of the contract, he will concur with me in signing a receipt for the amount.

I shall be happy to point out to you the passages in the power given by the Panama Company to Captain Vine Hall, which, in the circumstances disclosed by the recitals in the assignment under which I claim, appeared to my legal advisers to authorize the execution of the assignment, and to justify the Government in paying me the amount thereby assigned.

I have, &c.,

The Hon. the Postmaster-General.

ROB. MARSHALL.

### Enclosure in No. 29.

POWER OF ATTORNEY from the P.N.Z. and A.R.M. COMPANY to Captain BLANE and Captain VINE HALL.

Know all men by these presents, that we, the Panama, New Zealand, and Australian Royal Mail Company (Limited), a joint stock company duly constituted and incorporated, and having our registered office at No. 41, Moorgate Street, in the City of London, and which Company was formerly known as the Intercolonial Royal Mail Steam Packet Company (Limited), have made, nominated, authorized, constituted, and appointed, and by these presents do make, nominate, authorize, constitute, and appoint, and in our place put and depute George Blane, of 21, Princes Gardens, in the County of Middlesex, Esquire, a Captain in the Her Majesty's navy, and one of the Directors of the Company,

and John Vine Hall, of 41, Moorgate Street aforesaid, Nautical Inspector of the Company, but both about to proceed to New Zealand and Australia, jointly, *and each of them separately*, our true and lawful Attorneys and Attorney, Agents and Agent, giving and hereby granting to our said attorneys, and each of them, full power and authority *to do, manage, transact, execute, and carry on all our affairs and business*, and to manage and deal with all our estate, property and effects *in New Zealand and Australia, and elsewhere in the Southern hemisphere, and at Panama*; and for us and in our name, and as our act and deed, acts and deeds, or in the name and as the act and deed, acts and deeds, of our said attorneys or attorney or otherwise, as occasion shall require, or the said attorneys or attorney shall think fit, to enter into and take possession of, and to ask, *demand*, sue for, recover, *and receive*, of and from all and every persons and person, bodies or body politic, corporate or incorporate, in all or any of the Colonies, places, or parts aforesaid, whom it doth, or shall, or may concern, *all and singular estates, property, goods, wares, merchandise, ships, vessels*, shares of ships or vessels, chattels, effects, books, bills of sale, mortgages, charter parties, contracts, deeds, documents, papers, and writings, debts, dues, duties, sums and sum of money, accounts, reckonings, claims, and demands whatsoever, of or to which we are now, or shall or may at any time or times hereafter be or become, in any manner possessed or entitled, or which are, or is, or shall, or may at any time or times hereafter be or become due, owing, payable, or belonging to or claimable by us in any manner howsoever, by or from any person or persons, body or bodies politic, corporate, or incorporate, whomsoever, in all or any of the parts or places aforesaid. And upon delivery or receipt of all or any of the premises aforesaid, to make, sign, and if necessary seal, execute, and deliver, and give good, valid, and effectual receipts, releases, and discharges for the same respectively. And in case of non-delivery or non-payment of all or any of the matters or premises aforesaid, to bring, commence, sue forth and prosecute any action or actions, suit or suits, or other proceeding or proceedings whatsoever at law or in equity, and in any Court or Courts of Law, Equity, Admiralty or Vice-Admiralty, Insolvency or Bankruptcy, or other Court or Courts whatsoever of superior or inferior jurisdiction, and other proceeding or proceedings whatsoever against any such person or persons, body or bodies politic, corporate, or incorporate; and also to appear to defend and prosecute any such action, suit, or other proceeding, which may be had, brought, commenced, or prosecuted against us. And in any such action, suit, or other proceeding, to proceed to judgment and execution, or otherwise to become nonsuit or suffer judgment to go by default, or to compromise and settle the same, or otherwise to proceed therein respectively as the said attorneys or attorney may be advised or think fit; and also from time to time to appoint, hire, and employ such captains, officers, crew, and servants, to or for any of our ships or vessels, or any ships or vessels under our control or management, or otherwise, on our behalf, as the said attorneys or attorney shall think fit; and for the purposes aforesaid, or any of them, to sign all such agreements and articles as the said attorneys or attorney shall think fit; and also from time to time to appoint and employ any agent or agents or local manager for us, in all or any of the places aforesaid; and also from time to time to remove and displace any captains, officers, crew, and servants of any ship or vessel, and any agent or local manager, engineer, clerk, or servant, who have or has been or may be appointed or employed by or for us, or who have or has assumed to act for us or on our behalf, in all or any of the places aforesaid: And to appoint any other person or persons in the place and stead of any person or persons so to be removed or displaced as aforesaid, if the said attorneys or attorney shall deem it expedient so to do: And to agree with all or any of the persons aforesaid as to the rate of wages, hire, or remuneration for their services, respectively: And also to arrange and settle with all or any such persons or person aforesaid as to the time or period or respective times or periods of service, and the terms and conditions of their or his employment, respectively: And to enter into, make, sign, and if necessary seal and deliver, any contract or contracts, agreement or agreements, with any such persons or person respecting their or his employment or engagement respectively, as the said attorneys or attorney shall deem expedient: And also to charter or hire for any period or periods whatsoever any ship or vessel, ships or vessels, from any person or persons, company or companies, upon such terms and conditions as the said attorneys or attorney shall think fit: And to charter and let on hire any ship or vessel, ships or vessels, belonging or which may at any time belong to us, or of or over which we have or shall have the control or management, to any person or persons, Government or Governments, company or companies, body or bodies, upon such terms and conditions, and for such period or periods, as the said attorneys or attorney shall think fit; and to discontinue the running of all or any of our vessels, and to lay up the same or any of them: And also to enter into any contract or contracts, agreement or agreements, with any person or persons, body or bodies, Government or Governments, respecting the carriage and conveyance of goods, wares, merchandize, and passengers, by any ship or ships, vessel or vessels, belonging or to belong to us, or which are or shall be under our control or management: And to alter or vary the terms of any contract or contracts, agreement or agreements, now existing or hereafter to be made and entered into by or for us with any person or persons, body or bodies, Government or Governments, for all or any of such purposes: And also to arrange and agree the term or period during which any such contract or agreement shall exist, and the rate and time or times and mode of payment of any freight, subsidy, or other remuneration thereunder, and also the terms and conditions thereof, and any special terms and conditions if and as the said attorneys or attorney shall think fit: And also from time to time to enter into any contract with any person or persons, body or bodies, or Government, respecting the carriage of letters and mails: And from time to time to vary the terms of any contract now existing or hereafter to be made or entered into by us or on our behalf with any person or persons, body or bodies, Government, respecting the carriage of letters and mails, and from time to time, if our said attorneys or attorney shall conceive it for our interest so to do, to enter into negotiations with any person or persons, body or bodies, or Government, respecting any new arrangement or contract for the carriage of letters and mails, and at their or his discretion to authorize, order, and direct the return or the voyage to any port in England or elsewhere of any of our steam ships, steam vessels, coal hulks, and sailing ships or vessels, and to take all necessary steps, and make and enter into all necessary arrangements, for the

purpose: And also to enter into any negotiation, arrangement, contract, or agreement with any Government or Governments, body or bodies, company or companies, person or persons whomsoever, for, respecting, touching or concerning any line or route of traffic whatsoever, and the offices, warehouses, counting-houses, buildings, places of business, ships, vessels, articles, materials, utensils, machinery, matters and things connected therewith, or employed or used in or necessary for the carrying on of the same line or route of traffic; and respecting, touching, or concerning the creation, conduct, management, division, or partition, sale, disestablishment, or discontinuing of the same or any part thereof respectively, and respecting, touching, or concerning the partition or division of the profits and losses of the same respectively, and the payment, sharing, or division of the commissions, salaries, or wages of, or the hiring or discharge of any agents, servants, workmen, seamen, sailors, labourers and others, employed or to be employed therein, and of all outgoings and incomings of the same respectively, and to alter or vary the terms of any such contract, agreement, or arrangement; and for us and in our name, and as our act and deed, from time to time *to sell and absolutely dispose of all or any of the steam ships, steam vessels, coal hulks, and sailing ships or vessels, with their appurtenances, or shares in any steam ships, steam vessels, coal hulks, and sailing ships or vessels, now belonging, or which at any time hereafter shall belong to us, and all and every or any part of our shares, estate, interest, and property therein respectively, or in any of them, together with all and every or any part or parts of the steam-engines, boilers, machinery, ballast, funnels, masts, boats, yards, ropes, cables, anchors, iron and brass work, furniture, utensils, stores, apparatus, effects, and appurtenances belonging to and necessary for the navigation, sailing, use, conduct and comfort of such steam ships, steam vessels, coal hulks, and sailing ships or vessels respectively, or otherwise; and also of all or any, or any part or parts, of any coals or other stores belonging to us, and all or any other our property in any of the Colonies or places aforesaid, to any person or persons, company or companies, or body or bodies corporate or politic, for such price or prices, by public auction or private contract, upon such terms and conditions as to payment, or otherwise with such credit to the purchaser or purchasers respectively or generally, in such manner as our said attorneys or attorney shall think fit: And also to raise any and such sum or sums of money, at such rate or rates of interest, and generally in such manner, by mortgage of all and every of any of the said steam ships, steam vessels, coal hulks, sailing ships or vessels, and of all and every or any part or parts of our share, estate, interest, and property therein respectively, together with the aforesaid engines, apparatus, machinery, boats, stores, and appurtenances, as our said attorneys or attorney shall think fit: And to convey, assign, and assure the same respectively, when sold or mortgaged, to the purchaser or purchasers, mortgagee or mortgagees thereof, and to give receipts for the purchase or mortgage money for the same respectively: And for all or any of such purposes to sign, seal, execute, and deliver all necessary instruments, and to ask, demand, sue for, recover, and receive any purchase, mortgage, or other moneys, in consideration of which our said attorneys or attorney shall so sell or mortgage any such steam ships, steam vessels, coal hulks, sailing ships or vessels, or shares therein respectively, engines, apparatus, machinery, boats, stores, appurtenances, articles and premises: And for us, and in our name and on our behalf, to take on lease, or agreement for lease, any wharves, warehouses, stores, and other premises in any of the places aforesaid, at such rent or rents, for such period or periods, and upon such terms and conditions, as the said attorneys or attorney shall think fit: And to surrender or assign, or to let or sublet, and generally to manage any our property in the said Colonies and places or any of them, upon such terms and conditions, and in such manner as the said attorneys or attorney shall think fit, for our benefit: And also for us, and in our name and on our behalf, to sign any charter party, and to sign or indorse any bills of lading; and for us and in our name and on our behalf, to make, sign, draw, indorse, accept, or negotiate any bill or bills of exchange, promissory note or promissory notes, drafts, or orders, which our said attorneys or attorney may consider necessary or expedient in relation to any of our affairs, dealings, and transactions in the Australian Colonies and New Zealand, or at Panama and elsewhere in the Southern hemisphere, as our said attorneys or attorney shall think proper, and to borrow and take up at interest on our behalf any sum or sums or money upon or in respect of any such bills of exchange, promissory notes, drafts, or orders: And to give any security, by mortgage of any of the said steam ships, steam vessels, coal hulks, sailing ships or vessels, or shares therein, under the power in that behalf hereinbefore contained, to secure payment of any such bills, notes, drafts, or orders: And also to take any security for any debt or sum of money due or payable, or to be or become due or payable to us, by or from any person or persons, company or companies, body or bodies, and to call in and compel payment of any mortgage or other security now belonging or hereafter to belong to us, and to reconvey, reassign, and reassure any such, when paid, whether before or after the same shall become due, and to transfer, assign, and assure any such to any person or persons, for such valuable consideration as to the said attorneys or attorney shall for our benefit seem expedient: And to exercise, execute, and carry out all or any of the powers of sale, and other powers and authorities, contained or to be contained in such mortgage or security: And also to adjust and settle any account or accounts, reckoning or reckonings, dispute or disputes, difference or differences, touching or concerning any of the premises or otherwise howsoever, in which we are or may be in any manner concerned or interested, and to compound for any debt, claim, or demand, now or hereafter to be or become due, owing, or payable or claimable to or by us, and to pay or receive part thereof in lieu of and in full satisfaction for the whole, and to refer any dispute or disputes, difference or differences aforesaid, to arbitration, and for that purpose to enter into, make, sign, seal, execute, and deliver, any bond or bonds or other instrument or instruments of reference, and to abide by and perform any award or awards, umpirage or umpirages, which shall thereupon be made, and to make any such a rule or rules of Court, or otherwise to dispute the same, and to take any proceeding or proceedings to set the same aside or otherwise, as to the said attorneys or attorney shall seem best, and also for us, and on our behalf, to take any proceeding or proceedings for the purpose of making any person or persons who may be indebted to us bankrupt or insolvent, and of having his, her, or their estate or estates placed under sequestration under any law respecting bankrupt or insolvent persons, and to appear and act for us at any meeting or meetings of or concerning any bankrupt or insolvent estate or*

estates in which we are, or shall, or may be creditors, and to vote thereat, and to prove any debt, claim, or demand therein respectively, and to take all and every such proceeding and proceedings therein respectively as we might or could do if personally present, and as the said attorneys or attorney shall think fit, and to receive any dividend or dividends payable or to become payable to us in respect of any such estate or estates, and to give good, valid, and effectual receipts, releases, and discharges for the same, and to make any reasonable deductions and allowances, and other arrangements to or with any tenants or other persons, and to do all other acts, matters, and things in and about the management of the said estates, property, and effects, and our concerns and business, as the said attorneys or attorney may for our benefit deem expedient, and also to carry into effect all contracts, arrangements, or agreements made or to be made by us with any other person or persons, or to rescind, annul, and make void, or alter and vary the terms and conditions of the same, or otherwise as to our said attorneys or attorney shall seem fit: And we hereby empower the said attorneys jointly and each of them separately to give good, valid, and effectual receipts, acquittances, and discharges for any moneys, matters, or things which the said attorneys or attorney may receive from any person or persons under or in pursuance or by virtue of these presents, and declare that such receipts, releases, acquittances, and discharges respectively shall discharge the person or persons to whom the same respectively shall be given from all responsibility in respect of the application, loss, misapplication, or non-application of the moneys, matters, or premises therein respectively acknowledged to be received, and in, about, or for all and every or any of the matters and purposes hereinbefore mentioned or referred to, to enter into, make, sign, seal, execute, and deliver all and every such conveyance, reconveyance, assignment, bill of sale, mortgage, release, lease, underlease, deed of composition or otherwise, bond, agreement, document, and instrument as shall be necessary, or as the said attorneys or attorney shall think proper, and generally to do, perform, and execute any such other act, deed, matter and thing, in and about the premises, for the purpose of giving complete effects to these presents and the powers hereby given, as shall be necessary or proper, or as the said attorneys or attorney shall think advisable, and that in as full, ample, and beneficial a manner, to all intents and purposes, as we might or could do the same, and in, about, or for all or any of the matters, purposes, and premises aforesaid, in all or any of the places aforesaid, from time to time to nominate and appoint one or more substitute or substitutes, and any such nomination or appointment at pleasure to revoke; and we declare that every substitute to be nominated or appointed as aforesaid shall have the same powers and authorities, to all intents and purposes, in respect of the purpose or purposes for which he shall be so nominated or appointed, as if he had been appointed by these presents or by us; and we hereby ratify, allow, and confirm, and agree to ratify, allow, and confirm, all and whatsoever the said attorneys or attorney, or their or his substitute or substitutes, or any of them, shall lawfully do or cause to be done under or by virtue or in pursuance of these presents, or of any such nomination or appointment: And in pursuance of the Act of the Governor and Legislative Council of New South Wales, made and passed in the seventeenth year of the reign of Her Majesty Queen Victoria, entitled "An Act to give greater effect to Powers of Attorney," and of every other act, enactment, power, or authority enabling us in this behalf, We declare that these presents, and the powers hereby given, shall continue in force until notice of the revocation of these presents shall have been received by the said attorneys and attorney herein named, and for the time being acting hereunder, or advertised in two successive publications of the *Gazette* or Government newspaper of Sydney: In witness whereof, we have hereunto affixed our Common Seal, this twenty-fourth day of July, in the year of our Lord one thousand eight hundred and sixty-eight.

Sealed with the Common Seal of the said Panama, New Zealand, and Australian Royal Mail Company (Limited) in the presence of the undersigned two directors of the said Company, and of the Secretary thereof, and of

ROBERT CUNLIFFE, Solicitor,  
43, Chancery Lane.

SEAL OF  
{ P.N.Z. & A.R.M. Co. }  
(LIMITED).

CLAUD HAMILTON, Chairman. }  
E. COLVILLE. } Directors.

JAS. WORLEY,  
Secretary.

I, James William Comerford, of London, Notary Public by Royal authority duly admitted and sworn, do hereby certify and attest unto all whom it may concern, that the foregoing Power of Attorney was duly sealed with the Common Corporate Seal of the therein-named Panama, New Zealand, and Australian Royal Mail Company (Limited), in my presence, and in the presence of the Right Honorable Lord Claud Hamilton, Chairman of the Board of Directors of the said Company, Eden Colville, Esquire, Deputy Chairman of the said Board, both Directors of the said Company; James Worley, Secretary of the said Company; and Robert Cunliffe, a Solicitor to the High Court of Chancery in England: and I do further certify that the Seal impressed on the said Power of Attorney is the true Common Corporate Seal of the said Company, and that the names "Claud Hamilton," "E. Colville," "Jas. Worley," and "Robert Cunliffe," set and subscribed at the foot of said Power of Attorney, are the respective true signatures, and of the respective proper hands writing of the said Right Honorable Lord Claud Hamilton, Eden Colville, James Worley, and Robert Cunliffe. In testimony whereof I have hereunto set my hand and affixed my notarial seal, in London, the twenty-fourth day of July, one thousand eight hundred and sixty-eight.

(L.S.)

Veritas,  
JAMES W. COMERFORD,  
Not. Pub.

El infascrito V. Consul de los Estados Unidos de Colombia, Londres—Certifico,  
Que el anterior instrumento estra en conformidad con la practica y leges Britaineos y que ha sido realmente oter gado y autorigado por las personas y de la manera que en dictis instrumento se expresa siendo autentica y merenendo fe ew juicio if fuera de ella fuina del Notario Publico Senior que antecide. Para que coriste estrendo la presente refrendada conel sello de oficio y fuinada de un mana en Londres a 27 de Julio, de 1868.

(L.S.)

JAYME L. HART.

To all to whom these presents shall come, we, William Femeley Allen, Lord Mayor, and the Aldermen of the City of London, do hereby certify that James William Comerford, who hath signed the annexed instrument, is a Notary and Tabellion Public by Royal Authority duly admitted and sworn, and that to all acts, instruments, and other writings by him signed and attested, full faith and credit is and ought to be given in Court and without.

In faith and testimony whereof, the Seal of the Office of Mayoralty of the said City of London is hereunto put and affixed. Dated in London, this twenty-fifth day of July, 1868.

(L.S.)

W. F. ALLEN, Mayor.  
W. BUNSDERY, Registrar.

## No. 30.

Mr. R. MARSHALL to the Hon. J. HALL.

(No. 282.)

SIR,

Wellington, 28th January, 1869.

The General Manager of the P.N.Z. and A.R.M. Co. having guaranteed to me the payment of the four thousand five hundred pounds due from that Company to the Royal Mail Steam Packet Company of London, I beg hereby to withdraw my application to you for the same.

I have, &amp;c.,

The Hon. the Postmaster-General,  
Wellington.

ROBERT MARSHALL,  
Manager of Royal Mail Company of London.

## No. 31.

The Hon. J. HALL to the Hon. the POSTMASTER-GENERAL, Sydney.

(F. 69-11.)

SIR,—

General Post-office, Wellington, 29th January, 1869.

With reference to Mr. Stafford's letter of the 10th December last, transmitting copy of a communication from the General Manager of the Panama, New Zealand, and Australian Royal Mail Company, stating that the Company would be no longer able to provide for the transmission of mails to Panama, I have the honor to point out that this communication raises the question of the enforcement of the penalties to which the Company may have rendered itself liable, and with respect to which the Government of New Zealand think it very desirable that joint action should be adopted by the two contracting Colonies.

The formal contract with the Panama Company, signed by His Excellency Sir G. Bowen, was some time since sent to London for execution by the Company, who possessed no representative in New Zealand authorized to execute on its behalf. According to the last advice from London, the contract had not been executed by the Company; and if this is still the case, the penalty of £6,000, specified in clause 28 of the contract, could not be enforced. The penalties to which the Company are, however, undoubtedly liable are £1,312 10s. for the non-despatch of a vessel to Panama during the present month, and a similar sum if no vessel is despatched during the month of February.

Looking, however, to the manner in which the Panama Company has executed its contract, to the extent of the losses which that contract has entailed, and to the fact that the stoppage of this important service has been caused not by any deficiency in the arrangements of the Company, but by the unremunerative character of the service itself, the New Zealand Government is disposed to consider that the Company should be treated in this matter with considerable leniency. I shall feel obliged if you will inform me at your earliest convenience, after careful consideration of the above facts, of the opinion formed by the Government of New South Wales.

The usual certificates to your Government will be given on the completion of the voyages of the "Ruahine" and "Rakaia," but the penalties above mentioned will, in accordance with the usual practice, be deducted from that portion of the subsidy which is payable in Wellington, pending the decision which may be arrived at after I shall have been made acquainted with your views.

I have, &amp;c.

The Hon. the Postmaster-General, Sydney.

JOHN HALL.

## No. 32.

Captain BENSON to the Hon. J. HALL.

(No. 578.)

SIR,—

Wellington, 2nd March, 1869.

I beg to inform you I have this day been advised by Captain Vine Hall that the Government of New South Wales declined to pay their usual moiety of the Panama subsidy—advised by "Ruahine"—on the ground of wanting advice from the Government of New Zealand as to penalties, &c., but after representing the inconvenience such a course was causing, they paid one-half, £2,291 13s. 4d., on account, and he (Captain Hall) was of opinion that no further payment would be made until the



advice referred to arrived at Sydney. I shall be much obliged if you would cause such information to be sent by the "Rangitoto," leaving 1 p.m. to-morrow, as would enable the Government of New South Wales to pay the subsidies advised by the certificates sent per "Ruahine" and "Rakaia," as the withholding of them has caused us very considerable inconvenience.

I have, &c.,

H. B. BENSON,

General Manager.

The Hon. the Postmaster-General, Wellington.

### No. 33.

Mr. G. ELIOTT ELIOTT to the GENERAL MANAGER, P.N.Z. and A.R.M. Co.

SIR,—

General Post Office, Wellington, 3rd March, 1869.

In acknowledging the receipt of your letter of yesterday's date, I am directed to inform you that a communication has been addressed to the Government of New South Wales respecting payment of subsidies to the Panama, New Zealand, and Australian Royal Mail Company.

I have, &c.,

The General Manager, P.N.Z. and A.R.M. Co.,  
Wellington.

G. ELIOTT ELIOTT.

### No. 34.

The Hon. J. C. RICHMOND to the Hon. POSTMASTER-GENERAL, N.S.W.,

SIR,—

General Post Office, Wellington, 3rd March, 1869.

No. 31 of this  
series.

Referring to Mr. Hall's letter of 29th January last, I have the honor to inform you that, in accordance with the intention therein expressed, this Government paid the last subsidy accruing to the Panama, New Zealand, and Australian Royal Mail Company on the arrival of the "Rakaia," less the penalty of £1,312 10s. for the non-despatch of a steamer to Panama in the month of February; a similar course having been pursued in January, on the payment of subsidy for that month on arrival of the "Ruahine."

As no intimation, up to this date, has been received that the formal contract has been executed by the Company, this Government has refrained from enforcing the penalty of £6,000 under the 28th clause, to which the Company would be liable had the contract been duly completed.

I have, &c.,

The Hon. the Postmaster-General, Sydney.

J. C. RICHMOND.

### No. 35.

The Hon. COLONIAL SECRETARY, New South Wales, to the Hon. E. W. STAFFORD.

(No. 69-810.)

Colonial Secretary's Office,

SIR,—

Sydney, New South Wales, 4th February, 1869.

Referring to the agreement entered into between the Governments of New Zealand and of this Colony in relation to the conveyance of Post Office mails by the Panama, New Zealand, and Australian Royal Mail Company, by which this Colony is only liable for her share of the subsidy during the continuance of the service therein provided for, I have the honor to inform you that the question having arisen, whether the partial service that the Company is now performing, and purposes continuing to perform, until the return of the "Rakaia," in March, can be held to be a continuance of the service provided for in the contract, the Government of New South Wales have decided not to make any further payments on that account without first consulting with that of New Zealand; and I therefore request that you will be good enough to bring the matter under the consideration of your Government, and favour me with their views on the subject.

I have, &c.,

The Hon. the Colonial Secretary, New Zealand,  
Wellington.

JOHN ROBERTSON.

### No. 36.

The Hon. POSTMASTER-GENERAL, Sydney, to the Hon. J. HALL.

(No. 69-1029.)

General Post Office,

SIR,—

Sydney, 22nd February, 1869.

No. 31 of this  
series.

I do myself the honor to acknowledge the receipt of your letter dated the 29th January last (F. 69-11), relative to the enforcement of penalties for breach of contract by the Panama, New Zealand, and Australian Royal Mail Company.

With reference to the question of the penalties, and also to the concluding paragraph of your letter intimating that the usual certificates to this Government will be given on the completion of the voyages of the "Ruahine" and "Rakaia," I enclose for your information a copy of the report of the Treasury Accountant of this Colony; and may observe that the question, as regards the penalties, will receive the early attention of this Government.

With regard to the subsidy, I beg to state that the sum of £2,291 13s. 4d. has been paid, pending further explanation, and the receipt of the statement of accounts suggested by the Treasury Accountant in his report hereinbefore alluded to; and I shall feel obliged if you will be so good as to cause the required statement to be furnished with as little delay as possible.

I have, &c.,

The Hon. the Postmaster-General,  
Wellington.

DAN. EGAN,

Postmaster-General.



## Enclosure in No. 36.

*Steam Postal Communication via Panama.*

HAVING carefully perused the various documents connected with the establishment and carrying out of the Panama Mail Service up to the present time, I now beg to submit the following report thereon for the information of the Hon. the Treasurer.

2. In conducting my examination of these papers, I have been particularly careful to note any information having a possible bearing upon the existing state of the account for this service as between the Governments of New Zealand and New South Wales, the more especially as the recent communications between this Government and the Agent of the Panama Mail Company show that some misapprehension exists as to the final and equitable settlement of the liabilities incurred by this Colony for the services performed in connection with the contract.

3. No direct contract ever existed between the New South Wales Government and the Panama Company, and consequently all payments on account of the Mail Service have been made to the Government of New Zealand, who, being the sole contracting party with the Company, are alone in a position to adjudicate upon their claims. The arrangement this Government made with that of New Zealand in respect of the Mail Service *via* Panama was of itself a separate and distinct contract as between the two Colonies, the terms of which were embodied in Articles of Agreement signed by their respective Governors, and dated 9th October, 1867.

4. I find that during the first few months of the contract the New Zealand Government paid the whole of the subsidies to the Panama Company, and were afterwards reimbursed for the New South Wales portion of the same by bills of exchange for the sums claimed by them as per their account dated 17th December, 1866.

5. In Mr. Stafford's letter of same date, he states that the sum of £32,033 6s. 8d., as shown in the account referred to, had been paid to the Company in liquidation of all claims for mail services up to the 23rd November, 1866, and that consequently the half of that sum, viz. £16,016 13s. 4d., was payable by New South Wales. This amount was remitted to New Zealand, as already stated, by bills of exchange for the following sums:—

19th December, 1866	...	...	...	...	£13,750	0	0
25th January, 1867	...	...	...	...	2,266	13	4

All subsequent payments by this Government on account of the contract were made in Sydney to the Union Bank, which holds Mr. Stafford's authority to give receipts on account of his Government. These payments have been made monthly, the first being in January, 1867, for the month ending 23rd December, 1866, and the last in January, 1869, for the month ending 23rd December, 1868.

6. The following is a statement of all payments made by this Colony on account of the Panama Mail Service, with the exception of the payment of £2,291 13s. 4d., made on the 11th instant in consideration of the arrival of a mail from Panama this month, viz.:—

## Remittances to New Zealand—

19th December, 1866	...	...	...	...	£13,750	0	0
25th January, 1867	...	...	...	...	2,266	13	4

£16,016 13 4

Total amount of Monthly Subsidies paid into the Union Bank, including the refund of a fine of £25, between 24th November, 1866, and 23rd December, 1868	...	...	...	...	114,608	6	8
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In all ... £130,625 0 0

which is exactly the amount of twenty-eight and a half months' subsidies.

7. If however the first monthly subsidy was due on the 23rd July, 1866, as reported by Mr. Stafford in his letter of the 17th December, 1866, to be so, the number of monthly subsidies due by this Colony up to the 23rd December last would be thirty, which at £4,583 6s. 8d. each, is equal to £137,500. From this sum has to be deducted, as a moiety of one month's subsidy, in consequence of an alteration in the Time Table in 1866, viz., £2,291 13s. 4d. Leaving the amount which apparently should have been paid £135,208 6s. 8d., thereby showing that for services rendered by the Company up to the 23rd December last there appears to be still due a sum of £4,583 6s. 8d., or one month's subsidy.

8. As this error, if error it really be, has occurred in the account rendered by the Government of New Zealand in 1866, it will be necessary, before any further payments are made, to request that Government to furnish a complete statement of the account from the commencement to the termination of the service.

9. In asking the Government of New Zealand for a statement of this nature, it might be advisable to draw their attention to the sixth paragraph of Dr. Featherston's memorandum or letter of 10th March, 1865, to the Colonial Secretary of this Colony, which memorandum or letter, with Mr. Cowper's letter of 22nd April of same year to Dr. Featherston, were to be considered as together constituting the agreement between the Government of New Zealand and New South Wales, wherein he speaks of the probability of the annual subsidy being reduced from £110,000 to £90,000 in consequence of the Imperial Government having agreed not merely to convey the mails from Southampton to Colon free of charge, but also to credit New Zealand with the sea postage of all letters forwarded by the Panama route. As will be seen from the paragraph referred to, Dr. Featherston meant to convey that a moiety of this reduction would be credited to this Colony.

10. Referring to Mr. Hall's letter of 28th January last to the Postmaster-General of this Colony, it will be observed that doubts are expressed by that gentleman as to the power of New Zealand to enforce the penalty of £6,000 specified in clause 28 of the contract, in consequence of said contract (which was sent to London for the purpose) not having, according to latest advices, been executed by the Company. Mr. Hall, however, states that the Company are undoubtedly liable to a penalty of £1,312 10s. for the non-despatch of a vessel to Panama during the month of January last, and to a

like penalty for the non-despatch of a vessel during the present month. As, however, the Government of New Zealand, he states, "looking at the manner in which the Company executed their contract, to the extent of the losses which that contract has entailed, and to the fact that the stoppage of this important service has been caused not by any deficiency in the arrangements of the Company, but by the unremunerative character of the service itself," are disposed to consider that the Company should in this matter be treated with leniency, he is anxious to be informed of the opinions of this Government on the subject.

11. I would suggest that when the question of penalties is taken into consideration by this Government, they should ascertain how far New South Wales will be entitled to participate in the amounts to be recovered. It appears, however, to me that the 6th clause of the Articles of Agreement between New South Wales and New Zealand provides that the latter Colony shall be entitled to all penalties and forfeitures by the Company, and at the time that all premiums payable to the Company should also be borne by it. If my views of this matter are correct, it then follows that the Government of New Zealand will only have to consult its own interest in coming to a decision on this question. It is probable, however, that when the clause alluded to was framed, it was not contemplated to apply to such heavy penalties as it may now be deemed necessary to inflict under the peculiar circumstances in which the Company have placed themselves.

Before closing this report, I desire to draw attention more particularly to the following points, which, in my opinion, are those for the consideration of the Government, and on which information must be obtained from the New Zealand Government:—

1. When did the Panama Mail Service begin?
2. At what date is it considered to have terminated?
3. Has it been continuous, and carried out to the satisfaction of both Governments?
4. What is the amount of subsidies for the whole period of service, and how much is payable by New South Wales?
5. Is this Colony entitled to participate in the penalties inflicted or to be inflicted upon the Company?
6. In the event of its being agreed upon that New South Wales is entitled to a moiety of the penalties, will the Government insist upon their recovery?
7. Has any reduction in the annual subsidies such as that referred to in Dr. Featherston's memo. of the 10th March, 1865, taken place? If so what is the amount?
8. Is any portion of the monthly subsidies payable to the Company for the mail which arrived from Panama on the 3rd instant and for the one expected in March next, on account of which an advance of £2,291 13s. 4d. has been made to the Government of New Zealand, pending a reference thereto on the subject?

JAMES THOMSON.

The Treasury, N.S.W., 15th February, 1869.

### No. 37.

The Hon. the POSTMASTER-GENERAL, Sydney, to the Hon. the POSTMASTER-GENERAL.

SIR,—

General Post Office, Sydney, 31st March, 1869.

I do myself the honor to acknowledge the receipt of your letter dated the 3rd instant, No. 69-578, F. 69-32, having reference to the payment of subsidies to the Panama and New Zealand Royal Mail Company, and to penalties to which it is liable for non-fulfilment of contract.

I have, &c.,

DAN. EGAN.

The Hon. the Postmaster-General,  
Wellington, New Zealand.

### No. 38.

Captain J. V. HALL to the Hon. the POSTMASTER-GENERAL.

(No. 910.)

P.N.Z. and A.R.M. Co. (Limited),

SIR,—

Sydney, Melbourne, and New Zealand, 9th April, 1869.

The Government of New South Wales having declined paying more than half of the last two portions of subsidy due, stating that they were not clear about the position of the account with the Government of New Zealand, although the proper certificate was handed in, I have to request the favour of a letter from you to the Postmaster-General of New South Wales, stating explicitly that the portion of the subsidy withheld is now due and payable to the Company, so that on my return to Sydney I may be enabled to get payment of the amount retained.

I have, &c.,

JOHN VINE HALL.

The Hon. the Postmaster-General, New Zealand.

### No. 39.

The Hon. JOHN HALL to the SECRETARY, General Post Office, London.

(No. 2,994.)

General Post Office,

SIR,—

Wellington, 21st November, 1868.

I have the honor to inform you that the New Zealand Government having ceased to subsidize a regular mail steamer between this Colony and Australia, in connection with the Australian-English Mail Service *via* Suez, the course of post by that route between New Zealand and London has become tardy and uncertain.

In order, therefore, to accelerate the transmission of the large number of newspapers which now reach New Zealand *via* Suez, I have to request that the collection for account of the New Zealand Post Office of one penny on each newspaper posted in Great Britain for transmission *via* Panama, may be discontinued, and that you will cause to be forwarded *via* Panama all newspapers for New Zealand which are not specially directed to go by some other route.

The Secretary, General Post Office, London.

I have, &c.,

JOHN HALL.

### No. 40.

Mr. TILLEY to the Hon. JOHN HALL.

(No. 10,254.)

General Post Office,

SIR,—

London, 29th January, 1869.

I beg to acknowledge the receipt of your letter of the 21st November last, in which you state that the postal communication between this country and New Zealand *via* Suez, having become tardy and uncertain since the withdrawal of the regular mail steamers between New Zealand and Australia, which was formerly maintained in connection with the Suez Mail, it will be desirable to send *via* Panama, in future, all newspapers for New Zealand which are not specially addressed to be forwarded by some other route.

With the view of promoting such route, you request that the charge of one penny, which has hitherto been collected in this country, and accounted for to your office, upon each newspaper posted in the United Kingdom for transmission *via* Panama, may be discontinued.

You were evidently not aware, when you wrote the letter above referred to, that difficulties had arisen with regard to the continuance of the Mail Service between Panama and New Zealand by means of the Panama, New Zealand, and Australian Royal Mail Company's packets.

I have lately received a letter from the Secretary of that Company in London, stating that the Company have no packet at Panama to carry on the mails for New Zealand and Australia, which, in due course, should be despatched from this office on the 2nd proximo, and it is believed (although I am not yet officially informed of the fact) that the Panama Service has come entirely to an end.

Notice has been issued to the public, that no mails will be made up for transmission *via* Panama on the 2nd proximo, and the correspondence for New Zealand, so far as it may be posted in time, will be forwarded *via* Marseilles by the mail of this evening.

I have, &c.,

The Postmaster-General, Wellington,  
New Zealand.

J. TILLEY.

### No. 41.

Mr. PAGE to the Hon. JOHN HALL.

(No. 10,254.)

General Post Office,

SIR,—

London, 19th February, 1869.

Referring to my letter of the 29th ultimo, I beg to inform you that I have since received a No. 40 of this letter from the Secretary of the Panama, New Zealand, and Australian Royal Mail Company, stating series. that the Company are unable to continue the Mail Service between Panama and New Zealand, which they have hitherto performed under a contract with the New Zealand Government.

Under these circumstances, a notice has been issued to the public in this country, stating that mails will no longer be despatched to New Zealand and the Australian Colonies *via* Panama, and that all correspondence for New Zealand will in future be forwarded in the mails from this country *via* Suez.

I have, &c.,

The Postmaster-General, Wellington.

W. J. PAGE.

### No. 42.

The Hon. E. W. STAFFORD to the POSTMASTER-GENERAL, New South Wales.

(No. 1,240-69.)

New Zealand General Post Office,

SIR,—

Wellington, 8th June, 1869.

I have the honor to acknowledge the receipt of your letter of the 22nd February last, No. 36 of this enclosing a Report by the Treasury Accountant of your Colony on the subject of the subsidies series. paid and still due to the P.N.Z. and A.R.M. Company, and requesting to be furnished with information on certain points referred to in that report.

With a view of supplying this information, I beg to enclose two statements (1 and 2) showing the Postal Services performed by the P.N.Z. and A.R.M. Company, the subsidies earned by them, the payments made to the Company by New Zealand, the payments made by New South Wales, and the amount still due to the Company.

I beg also to furnish you, in Enclosure No. 3, with categorical answers to the questions with which the Treasury Accountant concludes his report.

In connection with this subject, it is probable you would desire to be informed of the state of the account between the two Colonies for postages collected in New Zealand and in the United Kingdom on correspondence conveyed by the Panama steamers. Until further information is received in this office from London, it is not practicable to supply a final and definite statement of this account, but I enclose an approximate statement (No. 4), which, subject to corrections to be made on receipt of the above information, will, I believe, be found correct.

You will perceive that, after payment of the charges for transit across the Isthmus of Panama, there remains the sum of £16,726 15s. 8d. to be divided in equal moieties between the two Colonies. From the moiety, £8,363 7s. 10d., accruing to New South Wales, there has to be deducted the sum of £3,477 5s. 10d., being the amount due to New Zealand for postages collected in Australia as per

FURTHER PAPERS RELATIVE TO

account received from you to the 31st December, 1867, and also any further sums which may have accrued to this Colony from the above date to the termination of the service.

I shall feel obliged if you will be good enough to cause me to be furnished with an account for this latter period at your early convenience.

I have, &c.,

E. W. STAFFORD,  
Postmaster-General.

The Postmaster-General, Sydney.

Enclosure 1 in No. 42.

STATEMENT of SUBSIDIES paid on account of PANAMA MAIL SERVICE by the NEW ZEALAND GOVERNMENT from its commencement to its close.

No. OF SERVICES.	STEAMERS.	SERVICES COMPLETED.		PAYMENTS MADE BY NEW ZEALAND GOVERNMENT.	
		At Wellington.	At Sydney.	Dates.	Amounts.
					£ s. d.
1	Rakaia, from Panama ...	1866. July 23	1866. Aug. 1	1866. July ...	4,583 6 8
1	Kaikoura, complete service	Aug. 25	Sept. 1	" ...	4,583 6 8
2	Ruahine "	Oct. 2	Oct. 9	August	4,583 6 8
3	Rakaia "	Nov. 23	Nov. 30	Sept. ...	4,583 6 8
4	Kaikoura "	Dec. 23	Dec. 31	October	4,583 6 8
5	Ruahine "	1867. Jan. 27	1867. Feb. 4	Nov. ...	4,583 6 8
6	Rakaia "	Feb. 24	Mar. 4	Dec. ...	4,583 6 8
7	Mataura "	April 11	April 19	1867. January	4,583 6 8
8	Kaikoura "	" 25	May 2	"	4,583 6 8
9	Ruahine "	May 25	June 1	February	4,583 6 8
10	Rakaia "	June 25	July 1	March...	4,583 6 8
11	Mataura "	July 25	" 31	April ...	4,583 6 8
12	Kaikoura "	Aug. 27	Sept. 5	June ...	4,583 6 8
13	Ruahine "	Sept. 26	Oct. 4	July ...	4,583 6 8
14	Rakaia "	Oct. 27	Nov. 4	August	4,583 6 8
15	Mataura "	Nov. 22	Dec. 1	Sept. ...	4,583 6 8
16	Kaikoura "	Dec. 26	1868. Jan. 2	October	4,583 6 8
17	Ruahine "	1868. Jan. 25	" 31	Nov. ...	4,583 6 8
18	Rakaia "	Feb. 25	Mar. 2	"	4,583 6 8
19	Mataura "	Mar. 26	April 2	Dec. ...	4,583 6 8
20	Kaikoura "	April 21	" 27	1868. February	4,583 6 8
21	Ruahine "	May 26	June 1	March...	4,583 6 8
22	Rakaia "	June 23	" 29	" ...	4,583 6 8
23	Mataura "	July 22	July 28	April ...	4,583 6 8
24	Kaikoura "	Aug. 18	Aug. 24	" ...	4,583 6 8
25	Ruahine "	Oct. 1	Oct. 9	June ...	4,583 6 8
26	Rakaia "	" 21	" 27	July ...	4,583 6 8
27	Mataura "	Nov. 21	Nov. 28	August	4,583 6 8
28	Kaikoura "	Dec. 21	Dec. 29	October	4,583 6 8
29	Ruahine "	1869. Jan. 27	1869. Feb. 3	"	4,583 6 8
30	Rakaia "	Feb. 24	Mar. 3	Nov. ...	4,583 6 8
				Dec. ...	4,583 6 8
				1869. *January	4,583 6 8
				*March	4,583 6 8
					155,833 6 8
	Less refunded by Sydney	...	...	...	16,041 13 4
	Total Payments by New Zealand	...	...	...	139,791 13 4

\* Less penalty for non-despatch of steamers in January and February of £1,312 10s. each.

Enclosure 2 in No. 42.

AMOUNT EARNED by the P.N.Z. and A.R.M. COMPANY.

30 voyages, Sydney to Panama and back (as per attached list), at	£	s.	d.
£9,166 13s. 4d. each	275,000	0	0
1 voyage from Panama to Sydney	4,583	6	8
Total Subsidy earned	£279,583	6	8

## PAYMENTS to the P.N.Z. and A.R.M. COMPANY.

	£	s.	d.	£	s.	d.
34 payments by New Zealand (as per annexed list)						
of £4,583 6s. 8d. each* ...	155,833	6	8			
Less, refund by New South Wales	16,041	13	4			
				139,791	13	4
25 monthly payments by New South Wales, at						
£4,583 6s. 8d. each ...	114,583	6	8			
Payment on account, in February, 1869 ...	2,291	13	4			
Refund to New Zealand ...	16,041	13	4			
	132,916	13	4			
Balance due from New South Wales	6,875	0	0	139,791	13	4
				<u>£279,583</u>	<u>6</u>	<u>8</u>

\* Less the penalties deducted, including £2,625 for non-despatch of steamers in January and February.

## Enclosure 3 in No. 42.

ANSWERS to QUESTIONS of the TREASURY ACCOUNTANT of NEW SOUTH WALES.  
(Queries dated 15th February, 1869.)

## Queries.

1. When did the Panama Mail Service begin?
2. At what date is it considered to have terminated?
3. Has it been continuous, and carried out to the satisfaction of both Governments?
4. What is the amount of subsidies for the whole period of service, and how much is payable by New South Wales?
5. Is this Colony entitled to participate in the penalties inflicted or to be inflicted upon the Company?
6. In the event of its being agreed upon that New South Wales is entitled to a moiety of the penalties, will the Government insist upon their recovery?
7. Has any reduction in the annual subsidies such as that referred to in Dr. Featherston's Memorandum of 10th March, 1865, taken place; if so, what is the amount?
8. Are any portion of the monthly subsidies payable to the Company for the mail which arrived from Panama on the 3rd instant, and for the one expected in March next, on account of which an advance of £2,291 13s. 4d. has been made to the Government of New Zealand, pending a reference thereto on the subject.

## Answers.

1. On the 15th June, 1866.
2. On the 3rd March, 1869.
3. It has been continuous. It has been carried out to the satisfaction of the Government of New Zealand, and it is believed also to that of New South Wales.
4. The answer to this is given in Enclosures 1 and 2.
- 5, 6. By the agreement between the two Colonies, all penalties are paid to, and all premiums are paid by, New Zealand.
7. The sea postage, collected by the Imperial Post Office and credited to New Zealand, is made a matter of separate account between the two Colonies.
8. Answered in Statements Nos. 1 and 2.

Enclosure No. 4 in No. 42.

PANAMA MAIL SERVICE in Account with CORRESPONDENCE RECEIVED and DESPATCHED from NEW ZEALAND.										Cr.
Dr.	Mails per Steamers.	Inwards. Insufficient Postages, &c.	Outwards. New Zealand Postages, &c.	Total.	Date of Despatch.	Mails per Steamers.	Inwards. English Postages, &c.	Outwards. New Zealand Postages, &c.	Total.	
Date of Despatch.		£ s. d.	£ s. d.	£ s. d.			£ s. d.	£ s. d.	£ s. d.	
1866					1866					
June 2...	Rakaia from London	1 8 7	74 5 9	75 13 6	June 2...	Rakaia from London	195 2 8	210 9 4	405 12 12	
" 24...	Kaikoura to London	1 11 0	79 5 9	80 6 9	" 24...	Kaikoura to London	221 8 4	267 15 8	488 23 12	
July 2...	Kaikoura from London	2 2 7	90 5 6	92 7 3	" 24...	Ruahine from London	287 17 10	317 9 0	604 26 10	
" 24...	Ruahine to London	1 11 10	77 7 10	78 8 10	Aug. 2...	Rakaia to London	293 13 10	244 15 8	537 28 18	
Aug. 2...	Rakaia to London	2 10 10	82 9 5	84 11 5	Sept. 9...	Rakaia from London	295 16 7	270 7 4	565 23 11	
Sept. 9...	Kaikoura from London	4 6 6	100 5 0	104 11 6	Oct. 2...	Kaikoura to London	401 12 11	313 17 0	714 29 11	
Oct. 2...	Ruahine to London	...	...	...	" 8...	Ruahine from London	...	...	...	
" 8...	Ruahine from London	...	...	...	Nov. 2...	Rakaia to London	...	...	...	
Nov. 2...	Rakaia to London	...	...	...	Dec. 3...	Rakaia from London	...	...	...	
" 3...	Rakaia from London	...	...	...	" 8...	Rakaia to London	...	...	...	
Dec. 3...	Rakaia to London	...	...	...	" 1867	Rakaia from London	399 0 1	336 3 4	735 3 5	
" 1867					Jan. 2...	Mataura to London	839 1 6	395 6 0	1234 7 12	
Jan. 2...	Mataura to London	3 8 9	125 15 9	128 4 8	" 8...	Kaikoura to London	738 9 1	410 19 8	1148 8 9	
" 8...	Mataura from London	9 3 4	122 18 3	131 11 7	" 6...	Ruahine to London	737 15 3	370 14 8	1114 29 6	
Feb. 2...	Kaikoura to London	7 6 11	127 13 3	134 19 4	March 2...	Ruahine from London	766 3 11	448 10 4	1214 13 15	
" 6...	Kaikoura from London	8 4 2	114 2 11	122 6 13	" 2...	Rakaia to London	739 17 7	406 0 8	1145 17 15	
" 2...	Ruahine to London	...	...	...	April 2...	Mataura to London	646 12 9	431 4 0	1077 16 9	
April 2...	Ruahine from London	...	...	...	" 8...	Kaikoura from London	685 16 9	402 8 0	1087 24 9	
" 8...	Rakaia to London	7 7 10	151 3 8	158 10 6	May 2...	Ruahine from London	644 1 9	365 12 0	1009 13 9	
" 8...	Rakaia from London	...	...	...	" 3...	Rakaia to London	688 4 7	349 3 6	1037 17 13	
May 2...	Mataura to London	6 6 9	139 10 1	145 16 10	June 3...	Kaikoura to London	788 6 9	351 17 4	1139 23 13	
" 3...	Mataura from London	5 18 4	158 1 9	163 19 13	" 8...	Ruahine to London	604 14 0	356 9 6	960 23 10	
June 3...	Kaikoura to London	6 16 8	146 4 9	152 21 1	" 2...	Ruahine from London	...	...	...	
" 8...	Kaikoura from London	5 13 8	134 16 3	139 20 1	Aug. 2...	Rakaia to London	...	...	...	
" 8...	Ruahine to London	6 3 4	125 4 10	131 7 14	" 8...	Mataura to London	...	...	...	
" 8...	Ruahine from London	9 4 1	126 0 1	135 4 2	Sept. 2...	Mataura from London	...	...	...	
Aug. 2...	Rakaia to London	8 0 5	126 16 2	134 16 7	" 2...	Kaikoura to London	...	...	...	
" 8...	Rakaia from London	...	...	...	Oct. 2...	Ruahine to London	...	...	...	
Sept. 2...	Mataura to London	...	...	...	" 8...	Ruahine from London	...	...	...	
" 8...	Mataura from London	...	...	...	Dec. 2...	Rakaia to London	...	...	...	
Oct. 2...	Kaikoura to London	...	...	...	" 1868	Rakaia from London	...	...	...	
" 8...	Kaikoura from London	...	...	...	Jan. 2...	Mataura to London	719 19 8	302 18 3	1021 37 11	
" 8...	Ruahine to London	...	...	...	" 8...	Kaikoura to London	766 15 4	...	...	
" 2...	Ruahine from London	...	...	...	Feb. 3...	Mataura from London	...	...	...	
Dec. 2...	Rakaia to London	...	...	...						
" 8...	Rakaia from London	...	...	...						
1868										
Jan. 2...	Rakaia to London	10 7 9	113 10 5	123 17 4						
" 8...	Mataura to London	9 1 9	...	...						
Feb. 3...	Kaikoura from London	...	...	...						
	Carried forward	£116 15 1	£2,215 17 5	£2,331 12 6		Carried forward	£11,460 11 2	£6,552 1 3	£18,012 13 5	

[illegible]

