

propelled by first-rate engines of adequate power for a minimum continuous speed of ten nautical miles per hour, or in case one of the said screw steam ships shall not be ready to leave the port of Sydney with mails, at latest, on the 20th day of December, 1873, or in case a suitable steamship shall not be ready to leave Port Chalmers with mails on the 16th day of December, 1873, to meet the same at Kandavau, or in case another of the said screw steam ships shall not be ready to leave the port of San Francisco with mails on or about the 27th day of January next, or in case any vessel shall be employed in the said service which shall not have been approved by the Postmasters-General or an officer or officers appointed by them for the purpose, or in case any vessel which on any such survey as in the said recited Articles of Agreement mentioned shall have been disapproved of, or in which such deficiency or defect as in the said recited Articles mentioned shall have appeared, shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmasters-General or officer requiring the same, the said Hayden Hezekiah Hall, Paul Siemen Forbes, Edward Münster de Bussche, and Edward Cunningham, or some or one of them, or the executors or administrators of some or one of them, do and shall in any or either of the said cases pay unto the Postmasters-General for the time being of the said colonies, the sum of £25,000 as and for liquidated damages, then the above-written Bond or obligation shall be void, otherwise to remain in full force and virtue.

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

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

JOHN MACKRELL,
 Solr., 21, Cannon Street, London.
 JOHN WIDDECOMBE,
 92, Gresham House, London.

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

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

No. 10.

Messrs. JOHN MACKRELL and Co. to the Hon. J. VOGEL.

DEAR SIR,—

21, Cannon Street, London, E.C., 28th November, 1873.

At the request of Mr. Russell we send enclosed prints of the contracts he has concluded with Messrs. Hall and Forbes for the postal service between San Francisco and New Zealand and New South Wales, and the report he asked us to make to him descriptive of the arrangements entered into.

We send also, at his request, by book post, ten prints of each of the contracts, and will, by next mail, send 100 more of each for use in the colony.

We hope the form of the contracts will meet with your approval, and that our report is sufficiently explanatory of their provisions.

The Hon. Julius Vogel, Wellington, New Zealand.

We are, &c.,
 JOHN MACKRELL AND Co.

Enclosure in No. 10.

Messrs. JOHN MACKRELL and Co. to Mr. T. RUSSELL.

DEAR SIR,—

21, Cannon Street, London, E.C., 27th November, 1873.

In compliance with your request, we send you a short description of the arrangement which you and the Hon. Mr. Saul Samuel have, after very difficult negotiation, succeeded in concluding with Messrs. Hall and Forbes for a postal service between San Francisco and the Colonies of New Zealand and New South Wales.

The arrangement is necessarily of a two-fold character, as the contractors could not in less than twelve months procure vessels to be specially built for a twelve-knot service, and two contracts have therefore been entered into—one called “the temporary contract,” and the other “the permanent contract,” the former coming into operation on the 20th December next, and continuing until the latter takes effect, which is to be on the 27th November, 1874, after which it is to continue for a period of six years from that day.

Most of the stipulations contained in those contracts are common to both, but they necessarily vary with reference to the character of vessels to be employed, the time within which the services are to be performed, and the amount to be paid for the conveyance of mails.

It may be more convenient, therefore, to first explain the provisions which are common to both contracts, and then to describe those which are special to each.

The contractors are to convey all or any mails of whatever kind, which the Postmasters-General or either of them may require them to convey between the colonies, Honolulu, Kandavau, and San