

soon prove whether the time allowed be sufficient, or otherwise; and I have no doubt that any alteration in the stoppages that may be actually necessary or desirable on either side will be made. The Honorable John Hall gave me much assistance in the settlement of this question, and in settling the form of the contract. Dr. Featherston, also, used his great influence with Sir Charles Cowper, the Agent-General of New South Wales, in the early part of the negotiation, to bring about the assent of New South Wales to my proposals.

I enclose the contract and copy of the bond. The original bond and duplicate of the contract I have requested Mr. Mackrell to deposit with the Agent-General.

The Hon. the Postmaster-General, New Zealand.

I have, &c.,

THOMAS RUSSELL.

### Enclosure 1 in No. 7.

#### PERMANENT CONTRACT.

ARTICLES OF AGREEMENT made and entered into, this twenty-seventh day of November, one thousand eight hundred and seventy-three, between the Honorable SAUL SAMUEL, the Postmaster-General of the Colony of New South Wales, as such Postmaster-General, and acting for and on behalf of the Government of the said colony, of the first part; the Honorable JULIUS VOGEL, the Postmaster-General of the Colony of New Zealand, as such Postmaster-General, and acting for and on behalf of the Government of the same colony, of the second part; HAYDEN HEZEKIAH HALL, of Sydney, New South Wales, Agent there for the United States of America; and PAUL SIEMEN FORBES, of 8, Bishopsgate Street Within, in the city of London, shipowner, hereinafter designated "the Contractors," of the third part: Witness that they the Contractors do, for themselves, their heirs, executors, administrators, and assigns, and each of them doth, for himself, his heirs, executors, administrators, and assigns (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Contractors), hereby covenant with the Postmaster-General of the Colony of New South Wales and his successors, and with the Postmaster-General of the Colony of New Zealand and his successors, and also as a separate covenant with each of the Postmasters-General and his successors; and the Postmaster-General of the Colony of New South Wales and the Postmaster-General of the Colony of New Zealand do, and each of them doth, for and on behalf of himself respectively as such Postmaster-General and his successors respectively, and the Government of the colony for which he is now respectively the Postmaster-General (but so far only as the covenants and agreements hereinafter contained are to be observed or performed by or are applicable to the Government of the said colonies respectively), hereby covenant with the Contractors, their executors and administrators, in the manner following, that is to say:—

1. In the construction of these presents, the following words and expressions shall mean and include (unless such meaning shall be inconsistent with the context) as follows:—"Postmaster-General of the Colony of New South Wales" means the Postmaster-General for the time being of that colony; "Postmaster-General of the Colony of New Zealand" means the Postmaster-General for the time being of that colony; "Postmasters-General" means the Postmaster-General for the time being of the Colony of New South Wales and the Postmaster-General for the time being of the Colony of New Zealand; "Contractors" includes the heirs, executors, administrators, and assigns of the Contractors, and of each of them; "Mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns, and all other articles transmissible by post, without regard either to the place to which they may be addressed or to that in which they may have originated; also, all empty bags, empty boxes, and other stores and articles used, or to be used, in carrying on the Post Office service; "Mail" means the aggregate of mails transmitted at one time by any of the vessels for the time being employed in the mail service under this contract; and "Hours" means hours calculated according to Greenwich time.

2. The Contractors shall from time to time and at all times during the period of six years, to be computed from the twenty-seventh day of November, one thousand eight hundred and seventy-four, convey all Her Majesty's mails which, and all other mails of whatever country or place which, the Postmasters-General or either of them shall at any time and from time to time require the Contractors to convey between Sydney and San Francisco and between San Francisco and Sydney, and between New Zealand and San Francisco and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the ports of Honolulu in the Sandwich Islands, and Kandavau in the Fiji Islands, and according to the routes within the respective times and in manner hereinafter provided; and so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of this contract, shall and will provide and keep seaworthy, and in complete repair and readiness for such purpose, a sufficient number of and not less than four good, substantial, and efficient screw steam vessels of the first class, and fully equal to Class 100 A1, Lloyd's Register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron and propelled by first-rate engines of adequate power for a minimum continuous speed of twelve nautical miles per hour; all such vessels and engines being built expressly for the purposes of this contract, and according to plans, sections, and specifications to be previously approved by or on behalf of the Postmasters-General, the vessels having spar decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes.

3. The steam vessels to be employed under this contract shall be of the capacity aforesaid, and shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of twelve nautical miles per hour, and for the service hereby agreed to be performed; and also manned and provided with competent and legally qualified officers,