



# NEW ZEALAND GOVERNMENT GAZETTE.

Published by Authority.

All Public Notifications which appear in this Gazette, with any Official Signature thereunto annexed, are to be considered as Official Communications made to those Persons to whom they may relate.

By His Excellency's Command,

ANDREW SINCLAIR, Colonial Secretary.

VOL. VI. AUCKLAND, WEDNESDAY, SEPT. 30, 1846. (No. 14.)

Colonial Secretary's Office,  
Auckland, 30th September, 1846.

HIS Excellency the Lieutenant-Governor directs it to be notified, that the Legislative Council will meet for the despatch of business on Monday, the 5th day of October, proximo, at two o'clock, p.m.

By His Excellency's command,

ANDREW SINCLAIR,  
Colonial Secretary.

Colonial Secretary's Office,  
Auckland, September 30th, 1846.

HIS Excellency the Lieutenant-Governor has been pleased to direct that the Names of the following Gentlemen be inserted in the Commission of the Peace for the Colony of New Zealand:—

ALFRED DOMETT, Esq., of Nelson,  
ALEXANDER KENNEDY, Esq., of Auckland,  
RICHARD BAKER, Esq., of Wellington,  
ALEXANDER McDONALD, Esq., of Wellington,  
DAVID MONRO, Esq., of Nelson.

By His Excellency's command,

ANDREW SINCLAIR,  
Colonial Secretary.

Colonial Secretary's Office,  
Auckland, 30th September, 1846.

HIS Excellency the Lieutenant-Governor has been pleased to appoint

WILLIAM DONNELLY, Esq., J. P.,

ALFRED DOMETT, Esq., J. P.,

ALEXANDER KENNEDY, Esq., J. P.,

to be Members of the Legislative Council.

By His Excellency's command,

ANDREW SINCLAIR,  
Colonial Secretary.

Colonial Secretary's Office,  
Auckland, 29th September, 1846.

TENDERS will be received at this Office until 12 o'clock on Monday, the 12th October, 1846, from Parties desirous of Contracting for the Work and Materials for the Repair of the Drain in Queen Street.

A Plan and Specification of the Work required to be performed can be seen on application at the Office of the Surveyor-General.

Tenders to be sealed and endorsed—"Tenders for Repairing the Drain in Queen Street."

By His Excellency's command,

ANDREW SINCLAIR,  
Colonial Secretary.

*Colonial Secretary's Office,  
Auckland, 29th September, 1846.*

**H**IS Excellency the Lieutenant-Governor has been pleased to give directions for the publication of the following Address and Reply for general information,

By His Excellency's command,  
ANDREW SINCLAIR  
Colonial Secretary.

To His Excellency Captain GEORGE GREY, Governor and Commander-in-Chief of Her Majesty's Province of South Australia, and Lieutenant-Governor of the Territory of New Zealand and its dependencies.

The Memorial of the Undersigned Settlers, and Occupiers of Land in the district of the Tamaki and its vicinity.

Sheweth,

That your Memorialists resorted to this Territory upon the assurance of Her Majesty's Government, that on their arrival they would have an opportunity of purchasing land from the Crown, and the Crown only, by fair competition at auction, of which £ per Cent of the purchase money was to be applied as an Emigration fund, and £25 per Cent in making roads and in other public works; and your Memorialists were further informed that no purchase, except from the Crown would be sanctioned or allowed.

That upon the faith of such assurance, your Memorialists hesitated not to pay for land in this district, prices varying from twenty-five to thirty shillings per acre, being considerably more than the upset price fixed by Her Majesty's Home Government, knowing as they did that though land had been and might be obtained cheaper from the Natives, that it was the duty as well as the interest of your Memorialists to obey the Laws and Ordinances of the Territory and thereby claim and deserve the protection of the Government.

That your Memorialists proceeded to cultivate their lands at considerable expence, undeterred by the numerous purchases from the natives which they saw daily made, relying on the hitherto unbroken faith of the British Government towards her subjects whether at home or in the Colonies, and never for one moment supposing that in their own case that faith would be first violated.

That your Memorialists were aroused from this state of confidence by an announcement from his Excellency the late Governor, that the Right of Pre-emption on the part of the Crown would be waived on moderate purchases from the natives, on payment of a fee of ten shillings per acre; an announcement which your Memorialists viewed with mingled feelings of alarm and distrust; of alarm, as they saw the consequent inevitable depreciation of value of their property, of distrust, because the boundary line of national honor and good faith being once broken, they feared other equally important pledges might also be violated, and that even this measure was merely the precursor of other changes respecting na-

tive purchases, a fear but too soon realized, the fee to the Crown on the Waiver of the Right of Pre-emption being speedily reduced to one penny per acre.

That your Memorialists have by the reductions in Crown Fees received considerable injury in two shapes.

Firstly—By depreciation in value of their lands.

Secondly—Inasmuch as [the sale of large blocks of native land to speculators, who mostly have neither the intention or means to cultivate them, prevents a concentration of inhabitants, causes in delay in the making of roads so necessary every new Colony, and will entirely annihilate the Emigration and Road funds by which your Memorialists and the Territory at large would greatly benefit, without referring to the stop put on free emigration which this course will cause in the mother Country; for it is not to be supposed that parties will come to this land with the certainty of being driven into the interior of the Country.

Your Memorialists therefore trust that your Excellency will see the impropriety of sanctioning under any circumstances the issue of Crown Grants in respect of purchases made from the natives and thereby prevent the injury which impends on those who have dealt in good faith with Her Majesty's Government, and who have expended their Capital upon Crown purchases.

PATRICK ANDERSON, Chairman,

WILLIAM CHURCH

DAVID WHITE

WILLIAM J. TAYLOR

CHARLES KNOX

ROBERT HATWARD

PETER FRASER

JAMES GOLLAN

ALEXANDER THOMPSON

THOMAS CAWKWELL.

*Reply of His Excellency to the foregoing Memorial.*

GENTLEMEN,—In reply to the Memorial you have presented to me, praying for the various reasons therein set forth, that I would not under any circumstances sanction the issue of Crown Grants in respect of purchases made from the Natives, under the terms of a Proclamation of my predecessor, dated 10th of October, 1844,—I have to acquaint you, that much as I regret the injury which may by this measure be inflicted upon the interests of yourselves, and, indeed, upon those of the vast majority of Her Majesty's subjects, of both races, who inhabit this Colony,—it is not at present in my power to do more than assure you, that in arranging the complicated claims which have arisen under the terms of the Proclamation above alluded to, I will to the best of my ability and judgment, do such justice to all the interests concerned, as upon mature enquiry may be found practicable.

(Signed) GEORGE GREY,  
Lieutenant-Governor.

Colonial Secretary's Office,  
Auckland, 29th September, 1846.

**H**IS Excellency the LIEUTENANT-GOVERNOR has been pleased to give directions for the publication of the following Returns, for general information.

By His Excellency's command,

ANDREW SINCLAIR,

Colonial Secretary.

*Statement of all Monies received by Thomas Bateman, Esq., Sub-Collector of Her Majesty's Customs at the Port of Russell, from the 6th of April, to the 5th July, 1846, both days inclusive.*

HEAD OF RECEIPT.		TOTAL.
		£ s. d.
Spirits .....	115 Gallons, at 5s	28 15 0
Cigars and Snuffs .....	— lbs. „ 2s.	0 0 0
Tobacco, manufactured .....	66 lbs. „ 1s.	3 6 0
„ unmanufactured .....	— lbs. „ 9d.	0 0 0
Ad Valorem Duty .....		41 12 8
Total Amount of Duties .....		£ 73 13 8

THOMAS BATEMAN,

Sub-Collector.

*Statement of all Monies received by Stephen Carkeek, Esq., Sub-Collector of Her Majesty's Customs at the Port of Nelson, from the 6th of April, to the 5th of July, 1846, both days inclusive.*

HEADS OF RECEIPT.		TOTAL.
		£ s. d.
Spirits .....	127 $\frac{3}{4}$ Gallons, at 5s.	31 19 11
Cigars and Snuffs .....	— lbs. „ 2s.	0 0 0
Tobacco, manufactured .....	480 lbs. „ 1s.	24 0 0
„ unmanufactured .....	lbs. „ 9d.	0 0 0
Ad Valorem Duty .....		86 10 9
Total Amount of Duties .....		£ 142 10 8

STEPHEN CARKEEK,

Sub-Collector.

**ABSTRACT OF THE REVENUE AND EXPENDITURE OF THE DISTRICT OF NELSON, FOR THE QUARTER ENDING THE 31st DAY OF MARCH, 1846.**

REVENUE.		EXPENDITURE.	
Balance in hand from last year	200 5 10	Department of Customs	101 4 1
Fines and Fees for the month of December, 1845	6 10 8	" Court of Requests	18 10 0
Total from last year	241 16 6	" Sheriff	131 12 11
<b>ORDINARY.</b>		" Police	469 13 8
Customs	147 10 7	" Sub-Treasurer	10 0 0
Fees & Fines—Police	21 1 8	" Harbor-Master	199 2 8
Court of Requests	2 14 6	" Medical	82 3 0
Rent Powder Magazine	0 1 4	" Militia	43 3 0
Licenses—Publicans	0 0 0	" Coroner	0 0 0
Auctioneers	0 0 0	Widows of constables killed at	
Surcharges recovered	0 0 0	Wairau	18 4 0
RECEIPTS IN AID OF REVENUE	174 7 6	Costs of prosecutions	0 0 0
Remittance from Colonial Treasury or Sub-Treasurer	590 0 0	Roads and bridges	0 0 0
Debentures received:		DEBENTURES.	
Special debenture certificates received from Colonial Treasury	0 0 0	Cancelled debentures remitted to Colonial Treasury	317 13 0
Debentures paid in for the purpose of being exchanged for new debentures	0 0 0	Cash Balance in hand of Sub-Treasurer	10 17 7
Total	1403 3 11	Total	1403 3 11

Sub-Treasurer, Nelson, this 4th day of July, 1846. STEPHEN CARKEEK, Sub-Treasurer.

**ABSTRACT OF THE REVENUE AND EXPENDITURE OF THE DISTRICT OF NELSON, FOR THE QUARTER ENDING THE 30th DAY OF JUNE, 1846.**

REVENUE.		EXPENDITURE.	
Balance in hand from last quarter	10 17 7	Customs	52 1 7
<b>ORDINARY.</b>		Court of Requests	0 0 0
Customs	107 17 3	Sheriff	37 6 2
Fees & Fines—Police	5 12 10	Police	151 4 1
Court of Requests	3 10 6	Sub-Treasurer	5 0 0
Rent Powder Magazine	0 0 0	Harbour-Master	71 13 10
Licenses, Publicans	0 0 0	Medical	5 2 6
Auctioneers	40 0 0	Militia	0 0 0
Surcharges recovered	0 16 7	Coroner	5 0 0
RECEIPTS IN AID OF REVENUE	317 17 2	Widows of constables killed at	
Remittance from Colonial Treasury or Sub-Treasurer	0 0 0	Wairau	6 10 0
Debentures received:		Costs of prosecutions	10 2 0
Special debenture certificates received from Colonial Treasury	25 16 6	Roads and bridges	20 0 0
Debentures paid in for the purpose of being exchanged for new debentures	0 0 0	DEBENTURES.	
Balance by overpayments carried to next quarter	118 6 11	Debenture certificate in favour of W. I. Shepherd, unclaimed	9 16 0
Total	118 6 11	Total	106 12 0

Sub-Treasurer, Nelson, this 4th day of July, 1846. STEPHEN CARKEEK, Sub-Treasurer.

**POST OFFICE, QUARTER ENDED JULY 5, 1846.**

RECEIPTS.	EXPENDITURE.
To cash received from 6th April to 5th July, both days inclusive.	By overpayment to Mr. Howard from last quarter
21 13 1	1 6 7
Deficiency to meet demands	By payment of gratuities
16 11 11	6 18 5
Total	By payment to Mr. Howard on account of salary
38 5 0	14 11 0
	Balance of Salary due to Mr. Howard on 5th July, 1846
	15 9 0
	Total
	38 5 0

STEPHEN CARKEEK, Deputy Postmaster.

*Colonial Treasury,  
Auckland, 27th September, 1846.*

**T**HE TOWN LANDS advertised for sale in the *Government Gazette*, by Proclamation, dated the 24th day of June, 1846, having, in pursuance thereof, been offered to public competition on the 3rd day of August, 1846, the under-mentioned Lots were sold to the parties named, and the price affixed has been received. The remaining Lots were withdrawn, no offer having been made at the upset price.

Lot.	Section.	Town.	Extent.	Purchasers.	Amount.		
					£	s.	d.
33 a	4	Auckland	A. R. P. 0 0 9	Rev. W. Bolland, per P. Berrey*.....	0	0	0
19	14	do	0 0 34	William McDonald † .....	9	0	8
Total.....					£	9	0 8

\* This Allotment sold for £20 10s. 8d., which sum is charged against Mr. Bolland's Credit under Certificate No. 3, of the Land and Emigration Commissioners.

† The Balance £81 5s. 7d. was paid for by Mr. R. G. Foot's Credit under Certificate No. 4, of the Land and Emigration Commissioners, transferred to Mr. Wm. McDonald, by authority.

A. SHEPHERD, Colonial Treasurer.

*Colonial Treasury,  
Auckland, 27th September, 1846.*

**T**HE SUBURBAN LANDS advertised for sale in the *Government Gazette*, by Proclamation, dated the 24th day of June, 1846, having, in pursuance thereof, been offered to public competition on the 3rd day of August, 1846, the under-mentioned Lots were sold to the parties named, and the prices affixed have been received. The remaining Lots were withdrawn, no offer having been made at the upset price.

Lot.	Section.	County.	Parish.	Extent.	Purchasers.	Amount.		
						£	s.	d.
81	1	Eden.	Waitemata.	A. R. P. 3 2 32	William Forsyth .....	24	19	6
81 a	1	do.	do.	2 0 16	James Dilworth .....	22	1	0
1	1	do.	Takapuna.	20 2 26	Henry Figg and Edward Other...	22	14	7
Total.....						£	69	15 1

A. SHEPHERD, Colonial Treasurer.

No offer having been made at the upset price for the Country Lands advertised for Sale by the above Proclamation, the Lots were respectively withdrawn.

A. SHEPHERD, Colonial Treasurer.

Colonial Secretary's Office,  
Auckland, 26th September, 1846.

His Excellency the Governor has been pleased to direct the publication of an Agreement which has been completed between Her Majesty's Government and the Pacific Steam Navigation Company, for the Conveyance of Her Majesty's Mails, by the Vessels of that Company, between certain of the principal Ports in the South Pacific Ocean.

By His Excellency's Command,  
ANDREW SINCLAIR,  
Colonial Secretary.

ARTICLES of Agreement made this 29th day of August in the year of our Lord 1845 between the "Pacific Steam Navigation Company" of the one part and the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland (for and on behalf of Her Majesty) of the other part. Witness that the said Company in consideration of the payment hereinafter stipulated to be made do for themselves and their successors hereby agree with the said Commissioners that they the said Company shall and will during the continuance of this Contract provide maintain and keep sea-worthy and in complete repair and readiness for the purpose of conveying as hereinafter provided Her Majesty's Mails (which term of Her Majesty's Mails is intended and understood by the parties hereto to mean such of Her Majesty's Mails and all Despatches and Bags of Letters as shall at any time and from time to time by the said Commissioners or Her Majesty's Post Master General or any of the Officers or Agents of the said Commissioners or Post Master General be required to be conveyed and whether such Mails Despatches and Bags of Letters be intended for any of the Ports or places mentioned in this Contract or any other intermediate Ports or places) a sufficient number not less than four of good substantial and efficient Steam Vessels to be employed between Panama and Callao and Valparaiso in South America and such other intermediate Ports only as shall be approved of or directed by the said Commissioners each and every of such Vessels to be always supplied with first rate appropriate Steam Engines of not less than 150 collective horse power and that all the said Vessels shall be also always supplied and furnished with all necessary and proper machinery engines apparatus tools stores and boats (such as oil tallow provisions fresh water anchors cables fire pumps and other proper means for extinguishing Fire and whatsoever else may be requisite and necessary for equipping the said Vessels and rendering them constantly efficient for the service hereby contracted to be performed and also manned and provided with competent Officers and Engineers and a sufficient crew of Able Seamen and other men and to be in all respects as to Vessels Engines Equipments Engineers Officers and Crew subject in the first instance and from time to

time and at all times afterwards to the approval of the said Commissioners and of such other persons as shall at any time or from time to time have authority under the said Commissioners to inspect and examine the same

That the said Company shall and will during the continuance of this Contract in every case diligently faithfully and to the satisfaction of the said Commissioners and with all due speed convey Her Majesty's Mails on board the said Vessels respectively as hereinafter mentioned

That one of such Vessels so approved of and equipped and manned as aforesaid shall within 24 hours after the Mails from England have been put on board once in every Calendar Month put to sea from Panama and proceed to Callao where the said Vessel is to arrive under ordinary circumstances (and after calling at the intermediate Ports) within 300 hours after the time of departure from Panama but should the Mails from England not have arrived at Panama at the time appointed or hereafter to be appointed for their arrival the said Vessel is to remain there 120 hours from the time so appointed before proceeding to sea

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 444 hours from the time of the departure of the said Vessel from Panama put to sea from Callao and proceed to Valparaiso where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 300 hours after the time of departure from Callao

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 800 hours from the time arranged for the departure of the said Vessel from Panama once in every Calendar Month put to sea from Valparaiso and proceed to Callao where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 276 hours after the time of departure from Valparaiso

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 1100 hours from the time arranged for the departure of the said Vessel from Panama once in every Calendar Month put to sea from Callao and proceed to Panama where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 276 hours after the time of departure from Callao

That should it be deemed by the said Commissioners or by any of their authorised Agents requisite for the Public service that any Vessel employed under this Contract should delay her departure from any of the places herein mentioned beyond the periods hereinbefore agreed upon the said Commissioners or the Naval Commander-in-Chief for the time being in the Pacific shall have power and be at liberty to order such delay not however exceeding 24 hours by letter addressed to the Master

of any such Vessel or person acting as such and which shall be deemed a sufficient authority for such detention Provided always nevertheless that the power so delegated to the said Naval Commander-in-Chief shall only be exercised by him under circumstances of extreme urgency or necessity and the nature of which circumstances shall in every case be forthwith specially reported by him to the said Commissioners

That the said Company shall and will from time to time and at all times during the continuance of this Contract make such alterations or improvements in the construction equipments and Machinery of the Vessels which shall be used in the performance of this Contract as the advanced state of Science may suggest and the said Commissioners may direct

That the said Company shall if required receive and allow to remain on board each of the said Vessels so to be and while employed in the performance of this Contract an Officer of Her Majesty's Navy or any other Person to be severally appointed by the said Commissioners to take charge of the said Mails and also a Servant of the said Officer or Person if required and that every such Officer or Person shall be recognised and considered by the said Company and their Officers Agents and Seamen as the Agent of the said Commissioners in charge of Her Majesty's Mails and as having full authority in all cases to require a due and strict execution of this Contract on the part of the said Company their Officers Servants and Agents and to determine every question whenever arising relative to proceeding to Sea or putting into Harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such Officer or Person as aforesaid shall in each and every such case be final and binding on the said Company unless the said Commissioners on appeal by the said Company shall think proper to decide otherwise but it is understood that the above expression "to determine" every question shall not confer upon such Officer or Person the power of compulsion in such cases

That a suitable Berth with appropriate bedding and furniture shall at the cost of the said Company be provided and appropriated by them for and to the exclusive use and for the sole accommodation of such Agent of the said Commissioners and also a proper and convenient place of deposit on board with secure Lock and Key for Her Majesty's Mails and that each and every of the said Agents shall be victualled by the said Company as a Chief Cabin Passenger without any charge being made for the same and that should all or any of such Agents require a Servant such Servant shall also be provided with a proper and suitable berth and be duly victualled whilst on board by and at the cost of the said Company without any charge being made for the same and should the said Commissioners deem it expedient to place the said Mails and Despatches in charge of the Master or Commander of the Steam Vessel the said Master or

Commander shall and will make the usual Post Office Declaration and furnish such Journal returns and information and perform such services as the said Commissioners or their Agent may require

That Her Majesty's Mails shall be conveyed in the said Vessels and be delivered and received at each of the places to which the said Vessels are to proceed in the performance of this Contract and that at each Port or Place where the said Mails are to be delivered and received the Agent having charge of her Majesty's Mails shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the Vessel employed for the time being in the performance of this Contract together with or (if such Agent consider requisite for the purposes of this Contract) without Her Majesty's Mails in a suitable Boat to be provided and properly manned and equipped by the said Company and that the directions of such Agent shall in all cases be obeyed as to the mode time and place of receiving and delivering Her Majesty's Mails

That if any Vessel employed in the performance of this Contract having Her Majesty's Mails on board shall stop linger or deviate from the direct course on her voyage except from stress of weather accidents or when authorised as aforesaid or shall delay starting as the proper time or shall put back into Port after starting without the sanction in each and every case of the Agent authorised to have the charge of the said Mails or when so sanctioned to put back into Port shall not again start and proceed direct in the performance of the service hereby contracted for when and so soon as required by the said Agent then and in every such case and as often as the same shall happen the said Company shall and will forfeit and pay unto Her Majesty Her Heirs and Successors the sum of £500 and also the further sum of £500 for every successive period of 12 hours which shall elapse until such Vessel shall proceed direct on her voyage in the performance of this Contract

But the said Company are not to be liable to any Penalties under this Contract for any matters arising from circumstances over which they and their Servants had not and could not have had any controul and which shall be so proved to the satisfaction of the said Commissioners

That every Agent authorised to have the charge of the said Mails shall either alone or with such other persons as he may consider necessary have full power and authority as often as he may deem it requisite to examine and survey in such manner and with the assistance of such persons as he may think proper any of the Vessels employed or to be employed in the performance of this Contract and the Hulls Machinery equipments and Crews thereof on his giving reasonable notice in writing to the Master for the time of the Vessel about to be examined or to the person acting as such of such his intention and if any defect or deficiency be ascertained and Notice thereof in

writing be given to such Master or Person the said Master shall immediately or as soon as possible thereupon remedy, replace or effectually repair or make good every such defect or deficiency.

And that the said Commissioners shall also have full power whenever and as often as they may deem it requisite to Survey by any of their Officers or Agents all and every the Vessels employed and to be employed in the performance of this Contract and the Hulls thereof and the Engines Machinery Furniture Tackle Apparel Stores and equipments of every such vessel the said vessels to be opened in their Hulls whenever the said officers may require and if any such vessel or any part thereof or any Engines Machinery Furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such Officers or Agents unseaworthy or not adapted to the service hereby contracted to be performed or if the said Commissioners shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of Science every Vessel which shall be disapproved of or in which such defect or deficiency or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her Majesty's Mails until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the

That the said Company and all Commanding and other Officers of the Vessels to be employed in the performance of this Contract and all Agents, Masters and Pilots of the said Company shall at all times during the continuance of this Contract punctually attend to the orders and directions of the said Commissioners or of any of their Officers or Agents as to the landing delivering and receiving Her Majesty's Mails.

That the said Company shall and will when and as often as in writing they or the Masters of their respective Vessels shall be required so to do by the said Commissioners or by any Naval or other Officer or Agent acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommodation to be provided for him or them) receive provide for victual and convey on board each and every or any of the Vessels to be employed in the performance of this Contract for the whole or any portion of the voyages of the said Vessels (in addition to the Naval Officer or other person authorised to have the charge of the said Mails) any Naval Military and Civil Officers in the service of Her Majesty not exceeding 4 as Chief Cabin Passengers and any number of Seamen Marines or Soldiers in Her Majesty's Service not exceeding 8 as Deck Passengers to be effectually protected from Sun Rain and bad weather charging for such Chief Cabin and Deck Passengers two-thirds only of the

fares or rates charged by the said Company for ordinary passengers of a similar description not less than 48 hours notice being given to the agent of the said Company at the Port of Embarkation.

And that all and every the sums of money hereby stipulated to be forfeited and paid by the said Company unto Her Majesty Her Heirs and Successors shall be considered as stipulated or ascertained damages and shall and may be deducted and retained by the said Commissioners out of any monies payable or which may thereafter be payable to the said Company or the payment may be enforced as a debt due to Her Majesty with full cost of suit at the discretion of the said Commissioners.

That the said Company shall and will receive on board each and every of the Vessels employed in the performance of this Contract any number of small packages containing Astronomical Instruments Charts Writing Apparel or other Articles and convey and deliver the same to from and between all or any of the said ports or places to or from which the said Mails are to be conveyed in the performance of this Contract when and as often as directed by the British Naval Officer in command at any port where the Vessel may touch free from all costs and charges and also shall and will receive on board each and every of the said Vessels and convey and deliver to from and between all or any of the said ports or places any Naval or other Stores not exceeding 5 tons in weight at any one time in any one Vessel at the rate of freight charged by the said Company for private goods.

And that the said Company shall in all cases be strictly responsible for the due custody and safe delivery of the said Packages Articles and Stores. Provided always that the said obligation to receive such passengers and stores shall not be binding on the said Company under any circumstance which would endanger or render liable the confiscation or forfeiture of any privileges exclusively granted to the said Company by any of the South American States.

That if at any time during the continuance of this Contract the said Commissioners shall deem it requisite to alter the particular days and hours of departure appointed for the departure of the said Vessels from any of the places which the said Vessels are to leave they shall be at liberty at any time or times or from time to time to alter the days and hours of departure on giving a notice in writing of not less than 6 calendar months of such their intention to the said Company provided that any such alteration in the time of departure shall not be such as to prevent the service from being performed by 4 vessels.

And it is hereby declared and agreed that this Contract shall commence on the 1st day of July 1846 or on such earlier day as may be mutually agreed on and shall continue in force for 5 years and thenceforward until the expiration of a written notice of twelve calendar months which may at the termination of such five years or at any period of any year afterwards be given either by the said Com-



missioners under the hand of either of their Secretaries to the said Company or by the said Company to the Commissioners for the discontinuance of the same

And in consideration of the due and faithful performance by the said Company of all the services hereby contracted by them to be performed the said Commissioners do hereby agree that there shall be paid to the said Company so long as they perform the whole of the said services by bills at sight payable by Her Majesty's Paymaster General a sum after the rate of £20,000 per annum in equal quarterly payments. The first of such quarterly payments to become due and be made on the 1st day of October 1846 or at the expiration of three calendar months from such another day as may be appointed for the commencement of the term of this Contract. And it is hereby further agreed and provided that without the consent of the said Commissioners signified in writing under the hand of one of their Secretaries neither this Contract nor any part thereof shall be assigned underlet or disposed of and that in case of the same or any part thereof being assigned underlet or otherwise disposed of without such consent signified as aforesaid of any breach of this Contract on the part of the said Company their Officers Agents or Servants it shall be lawful for the said Commissioners for executing the said Office of Lord High Admiral (if they think fit and notwithstanding there may or may not have been any former breach of this Contract) by writing under the hand of one of their Secretaries for the time being to determine this Contract without any previous notice to the said Company or their Agents nor shall the said Company be entitled to any compensation in consequence of such determination but even if this Contract be so determined the payment of the sum of money hereinafter agreed to be made shall be enforced should the same be not duly paid by the said Company

And it is also agreed that the notices or directions which the said Commissioners or their Secretary Officers or other persons are hereby authorised and empowered to give to the said Company or to their or any of their Officers Agents or Servants may at the option of such Commissioners or their Secretaries Officers or other persons be either delivered to the Secretary of the said Company or to the Master of any of the said Vessels or other Officer Agent or Servant of the said Company in the charge or management of any Vessel employed in the performance of this Contract or may be left at the last known Office or house of business of the said Company in England

And lastly for the due and faithful performance of all and singular the covenants conditions provisoes clauses articles and agreements herein before contained which on the part and behalf of the said Company are or ought to be observed performed fulfilled and kept the said Company do hereby bind themselves and their Successors unto our Sovereign Lady the Queen in the sum of £2,000 of law-

ful money of the United Kingdom to be paid to our said Lady the Queen her Heirs and Successors by way of stipulated or ascertained damages hereby agreed upon between the said Commissioners and the said Company in case of the failure on the part of the said Company in the due execution of this Contract or any part thereof

In Witness whereof two of the Commissioners for executing the Office of Lord High Admiral have hereunto set their Hands and Seals and the said Company have hereto set their Corporate Seal the Day and year first above written

WILLIAM BOWLES, L. S.  
HENRY FITZ ROY, L. S.

Signed Sealed and delivered by the said Commissioners in the presence of

JNO. DOUTTY.

The Corporate Seal of the above named Pacific Steam Navigation Company was hereunto affixed by order of the Court of Directors in the presence of

THOMAS BEVIS, Commander, R. N.  
WILLIAM TAGGART, Secretary

*Colonial Secretary's Office,  
Auckland, 30th September, 1846.*

**H**IS Excellency the Lieutenant-Governor has been pleased to give directions for the publication of the following Address and Reply for general information.

By His Excellency's command,  
ANDREW SINCLAIR  
Colonial Secretary.

To His Excellency GEORGE GREY, Esquire, Lieutenant-Governor and Commander-in-Chief in over the Colony of New Zealand and its Dependencies.

The Memorial of the Undersigned Inhabitants of Auckland and its vicinity.

Sheweth,

That your Memorialists in pursuance, and under the authority, of a Proclamation issued by the late Governor, Captain FitzRoy, on the 10th day of October, 1844, became purchasers of land from the Aborigines.

That such lands are now in possession of your Memorialists, many of whom have expended large sums of money, and are even now carrying on improvements on the same.

That Your Excellency's decision relative to these purchases, published in the *Government Gazette* of the 16th of this month of June, has caused your Memorialists much surprise, inasmuch as they are not aware of having in any way "evaded the regulations and terms under which the Certificates waiving the Crown's Right of Pre-emption were issued."

That your Memorialists have been still more surprised at the information that your Excellency's decision has been influenced by a belief that your Memorialists are persons referred to in Captain Fitz-Roy's despatch to Lord Stanley, dated the 14th October 1844, and published by order of the House of Commons in June 1845:—

That your Memorialists are only just now aware of the existence of that Despatch, and of the view which your Excellency has taken of the same:—

That each of your Memorialists takes this, the earliest opportunity of most unequivocally declaring that he did not at the time mentioned in the despatch referred to, or indeed at any other time, excite the natives on the subject of the Crown's right of pre-emption:—that he neither subscribed himself, nor was he aware that any other person ever subscribed any sum whatever "as a reward for whomsoever should do most towards stirring up and informing the natives how to act together on this subject;" and further each of your Memorialists declares that it was not his intention (nor is he aware of such intention having existed on the part of any other person) to agitate in the northern parts of the Country, during the Governor's absence in the Southern, "in order that on his Excellency's return, he might find the stream of popular feeling too strong to oppose effectually:"—

Your Memorialists trust that this unequivocal denial, will at least as regards themselves, satisfy Your Excellency of the groundlessness of the statements contained in the above mentioned Despatch: but should your Excellency entertain a shadow of a doubt as to the accuracy of your Memorialists declaration, they entreat the institution of such an investigation as may be sufficient to satisfy Your Excellency of their truth:—

And Your Memorialists pray that Your Excellency feeling the injustice of dealing with their property, on an assumption of the truth of that which is undeniably incorrect, will in conformity with the Secretary of States permission, grant to your Memorialists that title to their lands, which was promised to those who purchased under the authority of the Proclamation of the 10th of October, 1844.

And Your Memorialists will ever pray.

(Signed)

Daniel Lorrigan, William Goodfellow, Chas. Ring, P. Landon, Thomas Henderson, T. Russell, Henry McCan, William Gamble, Charles Robinson, Benjamin Smith, William Harkin, Robert White, Joseph May, Henry Hayr, Adam Chisholm, Thomas Shepherd, Henry R. Cressay, Isaac Merrick, Edward Foley, W. Cleghorn, George Buckingham, G. O. Ormsby, Frederick Whitaker, Frederick S. Peppersome, C. Fulton, Theophilus Heale, James Williamson, William Williams, John Bigham, John L. Heyd'n, Thomas Somerville, Daniel Lynch, Thomas Henry, John Oakes, William Smithson, T. McDonald, James C. Hill, Francis Ring,

James Harris, W. Hart, Clement Partridge, J. A. Langford, George Wilson, Thomas Jackson, P. Donovan.

*Reply of His Excellency to the foregoing Memorial.*

Government House,  
Auckland, September 30th, 1846.

GENTLEMEN,—It is very gratifying to me to receive so distinct a declaration from a portion of the inhabitants of Auckland and its vicinity, that they have not, at any time, excited the Natives upon the subject of the Crown's Right of Pre-emption; but it is nevertheless my duty to take this opportunity of publicly reiterating the complaints of my predecessor, by stating that during the period I have administered the Government of this Colony, most improper attempts have been made to induce the Natives to dispose of lands (to which, I believe, their title was doubtful) without any reference to the Rights of the Crown, and the present and future interests of the inhabitants of this portion of Her Majesty's Possessions.

I am fully satisfied that the great majority of the inhabitants of this portion of New Zealand will in no way connect themselves with proceedings, which, looking to the fearful calamities they must eventually entail upon Her Majesty's subjects of both races, cannot but be viewed with horror by the whole civilized world. I request them to lend me every assistance in their power for the suppression of such attempts, and they may rely that I, upon my part, will omit no means within my reach of promoting their prosperity and happiness.

The terms of the Government Notice of which the Memorialists complain, were prepared with great care, and with the advice and consent of my Executive Council. They are in strict conformity with the Instructions of Her Majesty's Government; and I am aware that that Notice afforded the most unqualified satisfaction to the vast majority of the Queen's subjects within this territory. My duty will not, therefore, permit me to depart from, or in any way to vary its terms; and I can give you no further assurance upon this subject, than that I will spare no exertion to arrange your claims in such a manner as to render the greatest amount of substantial justice to the many and conflicting interests involved in them.

(Signed) G. GREY,

Governor and Commander-in-Chief.

To F. Whitaker, Esq., Chairman,  
and the Gentlemen composing  
the Deputation,

Auckland:—Printed by JOHN WILLIAMSON, for the  
New Zealand Government.