



The New Zealand Gazette.

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TUESDAY, DECEMBER 30, 1862.

A PROCLAMATION

For the Naturalization of certain persons.

By His Excellency Sir GEORGE GREY, Knight Commander of the most Honorable Order of the Bath, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice Admiral of the same, &c., &c.

WHEREAS by "The Naturalization Act, 1862," it is enacted that every person who shall be declared to come within the operation of that Act by any Proclamation to be issued in that behalf by His Excellency the Governor, shall, as from the time in such Proclamation specified, be deemed and taken until the termination of the next Session of the General Assembly, to be, and to have been from such specified time, a Natural-born subject of Her Majesty within the Colony of New Zealand, as fully to all intents and purposes as if his name had been inserted in the Schedule to that Act annexed. Provided always that every such Proclamation shall contain the description, occupation or calling of every person therein named, and his place of residence at the date of such Proclamation:

Now, therefore, I, Sir George Grey, the Governor of New Zealand, in pursuance of the power and authority in me vested by the said Act, do hereby proclaim and declare that the persons hereinafter mentioned shall come within the operation of the said Act from the dates hereinafter specified, viz. :—

CHARLES NELSON,

From January, one thousand eight hundred and fifty-three, native of Sweden, Sawyer, residence Waiheki, in the Province of Auckland.

LEOPOLD ROSONOWSKY,

From the first day of September, one thousand eight hundred and fifty-nine, native of Prussia, Carpenter, residence Invercargill, in the Province of Southland.

CHARLES BETGE,

From the first day of September, one thousand eight hundred and fifty-nine, native of Germany, Settler, residence Invercargill, in the Province of Southland.

HARRY GERTZ.

From the tenth day of August, one thousand eight hundred and sixty-two, native of Germany, Brickmaker, residence Invercargill, in the Province of Southland.

JOHN FREDERICK WILLIAM NAHR,

From the fifth day of October, one thousand eight hundred and sixty-one, native of Hanover, Labourer, residence Invercargill, in the Province of Southland.

LARS LARSEN,

From the first day of September, one thousand eight hundred and sixty-one, native of Denmark, Contractor, residence Invercargill, in the Province of Southland.

PETER MATTHIES PETERS,

From the fifth day of October, one thousand eight hundred and sixty-one, native of Denmark, Labourer, residence Invercargill, in the Province of Southland.

AUGUST HEINRICH PUETTELKOW,

From the first day of October, one thousand eight hundred and sixty-one, native of Prussia, Settler, residence Invercargill, in the Province of Southland.

CAREL FREDERICH LARSEN RASK,

From the first day of November, one thousand eight hundred and sixty-one, native of Denmark, Ferryman, residence Invercargill, in the Province of Southland.

PETER LARSEN,

From the first day of September, one thousand eight hundred and sixty-one, native of Denmark, Contractor, residence Invercargill, in the Province of Southland.

LOUIS MYERS,

From the first day of November, one thousand eight hundred and sixty-one, native of Prussia, Tobacconist, residence Invercargill, in the Province of Southland.

JOHANN GOTTLIEB ROCKEL,

From the first day of January, one thousand eight hundred and sixty three, native of Prussia, Settler, residence, Rangitikei, in the Province of Wellington.

KAROLINE HENRIETTE ROCKEL,
wife of the above.

GUSTAV AUGUST HERMANN ROCKEL
JOHANNES MARTIN ROCKEL
ANNA DEBORAH ROCKEL
CLARA TABEA ROCKEL
AGATHE HERMINE GERTRUDE ROCKEL
CONCORDIA HELENA ROCKEL

Children of the
above.

Given under my hand, at the Government House, at Auckland, and issued under the seal of the Colony of New Zealand, this twenty-seventh day of December, in the year of Our Lord, one thousand eight hundred and sixty-two.

G. GREY.

By His Excellency's command,
ALFRED DOMETT.

GOD SAVE THE QUEEN!

A PROCLAMATION.

The General Assembly of New Zealand further prorogued.

By His Excellency Sir GEORGE GREY, Knight, Commander of the Bath, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same, &c., &c., &c.

WHEREAS the General Assembly of New Zealand has been and now stands prorogued to Wednesday the Thirty-first day of December instant: And whereas it is expedient further to prorogue the same:

Now, therefore, I, Sir George Grey, the Governor of New Zealand, do hereby further prorogue the said General Assembly until Tuesday the Thirtieth day of June, now next ensuing.

Given under my hand at the Government House at Auckland and issued under the Seal of the Colony of New Zealand, this twenty-ninth day of December, in the year of our Lord One thousand eight hundred and sixty-two.

G. GREY.

By His Excellency's command,
ALFRED DOMETT.

GOD SAVE THE QUEEN!

Acts Assented to, Southland.

Colonial Secretary's Office,
Auckland, 30th December, 1862.

THE following Bills passed by the Provincial Council of the Province of Southland, intituled,—

“The Thistle Ordinance, 1862,”
“The Sheep Ordinance, 1862,”

which Bills were reserved for the signification of the Governor's pleasure thereon, having been laid before the Governor, His Excellency has been pleased to assent to the same.

ALFRED DOMETT.

Acts Assented to, Canterbury.

Colonial Secretary's Office,
Auckland, 30th December, 1862.

THE following Ordinance passed by the Provincial Council of the Province of Canterbury, intituled,—

“The Canterbury Loan Ordinance, 1862,”

which Ordinance was reserved for the signification of the Governor's pleasure thereon, having been laid before the Governor, His Excellency has been pleased to assent to the same.

ALFRED DOMETT.

*Mr. A. Rose appointed Emigration Officer,
Timaru.*

Colonial Secretary's Office,
Auckland, 30th December, 1862.

HIS Excellency the Governor has been pleased to appoint

MR. ALEXANDER ROSE

to be Emigration Officer at the Port of Timaru.

ALFRED DOMETT.

Resignation of Lieutenant J. D. Busby.

Colonial Secretary's Office,
Auckland, 20th December, 1862.

HIS Excellency the Governor has been pleased to accept the resignation of

LIEUTENANT JOHN D. BUSBY,
of the "Wanganui Cavalry Volunteers."

ALFRED DOMETT.

*Messrs. J. Booth and Co.'s Tender for
erection of Coach House at Government
House accepted.*

Colonial Secretary's Office,
Auckland, 29th December, 1862.

NOTICE is hereby given that the following Tender has been accepted by the General Government.

W. GIBBORNE,
Under Secretary.

Messrs. J. Booth and Co., to erect a Coach House at Government House for the sum of £48 10s.

POSTAL.

*Contract for Mail Steamer between Mel-
bourne and Dunedin.*

General Post Office,
Auckland, 30th December, 1862.

THE following Articles of Agreement with Messrs. McMeckan and Blackwood for conveyance of Mails between Melbourne and Port Chalmers are published for general information.

READER WOOD.
For the Postmaster-General.

ARTICLES OF AGREEMENT made the Twenty-fifth day of November in the year of our Lord one thousand eight hundred and sixty-two. Between James McMeckan and John Hutchison Blackwood both of the City of Melbourne in the Colony of Victoria Merchants of the one part and the Honourable Crosbie Ward of Auckland in the Colony of New Zealand as Her Majesty's Postmaster-General for the Colony of New Zealand aforesaid and for and on behalf of the said last mentioned Colony of the other part:

Witnesseth that the said James McMeckan and John Hutchison Blackwood in consideration of the payments hereinafter agreed to be made to them do hereby for themselves their heirs executors and administrators and each of them doth hereby for himself his heirs execu-

tors and administrators covenant with the said Crosbie Ward and with his successors in the said office of Postmaster-General.

1. That they the said James McMeckan and John Hutchison Blackwood shall and will at their own costs and charges at all times until this agreement shall be determined and to the satisfaction of the Postmaster-General for the time being of New Zealand aforesaid convey Her Majesty's Mails between Melbourne and the Ports of the Bluff Harbour and Port Chalmers in New Zealand aforesaid during the time of twelve calendar months commencing from the term at which the steam-vessel "Aldinga," or some other vessel may be sent from Melbourne on the said service in January next according to the agreement hereinafter contained and also from and after the determination of the said term of twelve calendar months until the expiration of six calendar months from the time at which the said James McMeckan and John Hutchison Blackwood or the survivor of them their or his executors administrators or assigns or the Postmaster-General for the time being of New Zealand shall have given unto the other of the said parties hereto notice in writing of a desire or intention to determine this contract and the service thereunder.

2. That the steam-ship "Aldinga," now employed in trading between Melbourne and Otago aforesaid or a steam-ship fit in all respects for the service hereby contracted for shall be the steam-ship employed to convey the said Mails and that the ship to be employed for that purpose shall every calendar month leave Melbourne on her voyage to Otago within twenty-four hours after the arrival in Hobson's Bay of the steamer carrying the Monthly Mails between Point de Galle and Melbourne if such last-mentioned steam-ship shall be by telegram or other communication posted in the Hall of Commerce or at the Telegraph Office in Melbourne announced to be approaching the Port of Melbourne before two o'clock in the afternoon of the ninth day of each month commencing in January next (except of February) and on the seventh day of February but if no such announcement be posted or made within the time aforesaid the "Aldinga," or such other vessel may then on the ninth of each other month and seventh of February at the times aforesaid leave Melbourne for Port Chalmers but in case such announcement shall be posted or made then the "Aldinga," or such other ship shall not depart until after the arrival in Hobson's Bay of the steamer carrying the said Monthly Mails between Point de Galle and Melbourne Provided always that the said "Aldinga," or such other ship as may be employed under this contract shall not in any case be required or compelled to remain at Melbourne after ten o'clock in the forenoon of the eleventh day of any month except February and not after the ninth day of any month of February although the said steamer carrying the Monthly Mails may not have arrived at Melbourne aforesaid Provided further that in case any such day of departure falls on a Sun-

day the time for such departure may be extended to the ensuing Monday at ten o'clock in the forenoon.

3. That the "Aldinga," or such other ship as aforesaid shall punctually on the eighteenth day of every calendar month during the continuance of this contract at three o'clock in the afternoon leave Port Chalmers on her voyage to Melbourne but in case the "Aldinga," or such other ship shall in any month have been detained at Melbourne in manner mentioned in the preceding clause of this contract then her departure may on the voyage from Port Chalmers succeeding such detention be delayed by James McMeckan and John Hutchison Blackwood for a time corresponding with the period for which she may have been so detained at Melbourne as aforesaid Provided always that she shall in no case depart from Port Chalmers later than three o'clock in the afternoon of the nineteenth day of each month.

4. That in every month of February during the said contract the day for departure from Port Chalmers shall be the sixteenth in lieu of the eighteenth of the month and that the proviso in the last clause that the vessel should in no case depart from Port Chalmers later than three o'clock in the afternoon of the nineteenth of each month shall in every month of February be and apply to the seventeenth day of that month.

5. That the "Aldinga," or such other ship as aforesaid shall in every voyage to and from Melbourne during the continuance of this contract when the state of the weather will permit call at the Bluff Harbour in the Province of Southland and receive and deliver Mails there as may be required by the Postmaster-General and if the state of the weather shall not permit such call to be made then every exertion shall be used to procure such mails to be delivered or received in such other manner as may be possible or expedient.

6. That the said James McMeckan and John Hutchison Blackwood shall cause the Mails to be taken from and delivered to the English Mail Steamer in Hobson's Bay if such steamer be in the said Bay at the time at which the vessel performing this contract may arrive there and shall cause the Mails to be landed or placed in a boat or delivered on board any steamer or vessel in Port Chalmers as the Post-Office authorities may direct but if no such direction shall be given or if the English Mail Steamer shall not be in Hobson's Bay as aforesaid then the Mails shall be forthwith landed and delivered to the Post Office authorities.

7. If the English Mail shall not arrive before the times appointed for the departure of the "Aldinga" or such other vessel as aforesaid the said James McMeckan and John Hutchison Blackwood shall if required at as early a period thereafter as they conveniently can send the Mails by some other ship belonging to them without making any additional charge or permit such Mails to be forwarded by such ship and in such manner as the Post-Office authorities at Melbourne may direct but not at the expense

of the said James McMeckan and John Hutchison Blackwood.

8. That the Mails shall in all cases be kept in a safe dry and commodious place on board the "Aldinga" or such other vessel as aforesaid.

9. That a suitable first-class cabin and first-class maintenance with appropriate bed bedding and furniture shall on each voyage be provided and appropriated for the sole use and accommodation of the officer having charge of the mails and he shall if required be maintained on board from any time not exceeding twenty-four hours before the ship leaves Melbourne and for a time not exceeding twenty-four hours after she arrives at Melbourne and he shall be conveyed by the said James McMeckan and John Hutchison Blackwood to and from the shore either with or without mails at least once on every voyage in each port of departure and arrival.

10. That efficient assistance shall at all and any time or times be given to the officer in charge of the mails whenever required by him either to stow away the mails or remove them or any of them during the voyage and in due time to prepare and make ready the same for delivery before arrival at any of the ports aforesaid.

11. That if the said Postmaster-General shall during the continuance of this agreement think fit to entrust the charge and custody of the mails to the master of the vessel to be employed for the time being in the performance of this agreement and in all cases when the officer or other person appointed to have charge of her Majesty's mails shall be absent the master of such vessel shall take due care of and the said James McMeckan and John Hutchison Blackwood shall be responsible for the acts and defaults of the Master with regard to the receipt safe custody and delivery of the said Mails and each of such Masters shall make the usual oath or declaration required or which may hereafter be required by the Postmaster-General in such and the like cases and shall receive and deliver all Mails into the hands of the Postmaster of the port or place of destination or into the hands of such other person or persons and at such other place or places as is appointed by these presents for such delivery and the said Master shall furnish a return of the date of receipt and delivery of the Mails and of the arrival and departure of the vessel at each port in such form as the said Postmaster-General of New Zealand may require.

12. That the said James McMeckan and John Hutchison Blackwood shall in case the "Aldinga" shall become by accident or otherwise unfit to perform the service aforesaid with the necessary accuracy and dispatch but not in any other case substitute for her another steamship fit in all respects for the said service and in case the said James McMeckan and John Hutchison Blackwood shall not find such other fit vessel as aforesaid within two calendar months after the vessel for the time being employed in the said service shall be rendered

unfit as aforesaid this Contract shall at the option of the said Postmaster-General be void and at an end.

13. That in case the "Aldinga" or such other ship or vessel shall not be ready to depart or shall not on the Mails being delivered to her actually depart at the times hereinbefore appointed or any of them or shall be delayed from any cause beyond the time hereinbefore appointed for departure of the Mails the said James McMeckan and John Hutchison Blackwood shall forfeit and pay to the said Postmaster-General the sum of One Hundred Pounds for every day of twenty-four hours and so in proportion for every fraction of a day and in case of the departure of the English Mail for Point de Galle before the arrival of the "Aldinga" or such other ship or vessel as aforesaid in Port Phillip Bay shall also forfeit and pay in every such last-mentioned case the full sum of Three Hundred Pounds Provided that the whole of the sums so to be forfeited as aforesaid in respect of any one voyage shall not exceed Five Hundred and Fifty Pounds and the above sums shall be and they are hereby declared to be liquidated damages and not penalties provided that no such penalty as aforesaid shall be enforced in any case or cases in which delay or loss shall arise from any cause over which they the said James McMeckan and John Hutchison Blackwood had and could have no control or means of prevention.

14. That in case any alteration shall take place in the times now fixed for the arrival and departure of the Peninsular and Oriental Company's mail ships at and from Melbourne aforesaid the Postmaster-General of New Zealand shall be at liberty if he think fit from time to time to alter the days of departure and arrival of the "Aldinga" or such other vessel as aforesaid and on his giving two months' notice to the said James McMeckan and John Hutchison Blackwood in manner hereinafter mentioned of his desire so to do they shall at the time or times mentioned in such notice cause the required alterations to be made Provided that no such alterations as aforesaid shall be made having the effect of causing less than eight days or more than ten days to intervene between the time of departure on the said service from Melbourne and the succeeding departure on the same service from Port Chalmers.

15. That the said James McMeckan and John Hutchison Blackwood shall at all times keep an agent in New Zealand for the purpose of receiving all notices to be given as aforesaid and of receiving payments and all communications and making any necessary arrangements in relation to the service hereby contracted for.

16. That the said James McMeckan and John Hutchison Blackwood shall do and execute and find and provide all acts matters and things to be done and executed found or provided in

pursuance of their covenants hereinbefore contained at their own sole expense and costs and the amounts to be paid to them as hereinafter mentioned shall be deemed to be in full satisfaction therefor.

17. And in consideration of the premises the said Postmaster-General for and on behalf of the said colony of New Zealand (but so as not to bind himself personally) doth hereby covenant with the said James McMeckan and John Hutchison Blackwood that the said colony of New Zealand shall from time to time pay or cause to be paid to the said James McMeckan and John Hutchison Blackwood or their assigns or the survivor of them or the executors administrators or assigns of such survivor for the services aforesaid the sum of Thirteen Thousand Pounds per annum in twelve equal monthly portions to be paid at the Sub-Treasury at Dunedin in New Zealand on the application of the person or persons entitled thereto together with the further sum of Two Hundred Pounds for each detention of the ship employed under this contract under the provisions of the second clause hereinbefore contained.

18. And for the due and faithful performance of all and singular the covenants provisos clauses articles and agreements hereinbefore contained and which on the part and behalf of the said James McMeckan and John Hutchison Blackwood their officers agents or servants are or ought to be observed performed fulfilled and kept the said James McMeckan and John Hutchison Blackwood do hereby bind themselves and their successors unto Her Majesty the Queen in the sum of two Thousand Pounds sterling to be paid to Her Majesty Her heirs or successors by way of stipulated or ascertained damages hereby agreed upon between the said Postmaster-General and the said James McMeckan and John Hutchison Blackwood in case of any wilful breach neglect or default on the part of the said James McMeckan and John Hutchison Blackwood or either of them of all or any of the covenants hereinbefore contained on their part.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinbefore written.

JAMES McMECKAN L.S.
JOHN HUTCHISON BLACKWOOD L.S.
CROSBIE WARD L.S.

Signed sealed and delivered by the said
James McMeckan John Hutchison
Blackwood and Crosbie Ward in the
presence of

MATTHEW W. TAYLOR
No. 107 Collins Street West Mel-
bourne Solicitor.

JOHN LORD
Clerk to Messrs Bennett and Taylor
Solicitors Melbourne.

