



THE
NEW ZEALAND GAZETTE.

Published by Authority.

WELLINGTON, TUESDAY, OCTOBER 22, 1867.

G. GREY, Governor.

A PROCLAMATION.

WHEREAS by an Act of the General Assembly of New Zealand, intituled "An Act to provide for the Establishment and Maintenance of an Armed Constabulary," it is enacted that the said Act shall come into operation on and after a day to be fixed by the Governor by proclamation in the Government Gazette:

Now therefore, I, Sir George Grey, the Governor of New Zealand, do hereby proclaim and declare that the said "Act to provide for the Establishment and Maintenance of an Armed Constabulary" shall come into operation on and after the first day of November next.

Given under the hand of 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, at the Government House, at Wellington, and issued under the seal of the said Colony, this nineteenth day of October, in the year of our Lord one thousand eight hundred and sixty-seven.

E. W. STAFFORD.

GOD SAVE THE QUEEN!

Colonial Defence Office,
 Wellington, 22nd October, 1867.

THE following Order is published for general information.

T. M. HAULTAIN.

Militia General Order.

1. The following Corps will be disbanded on the 31st October next, viz. :—
 The 1st, 2nd, 3rd, and 4th Regiments of Waikato Militia.
 The 1st and 2nd Companies of Forest Rangers.
 The 10 (ten) Companies of Taranaki Military Settlers.

- The Hawke's Bay Military Settlers.
- The Patea Rangers.
- The Wanganui Rangers.
- The Wanganui Yeomanry Cavalry.

2. The commissions of all Officers of the above Corps, who are absent from the Colony without leave on the 31st instant, will lapse, as will also the commissions of those who do not, before the 31st December next, send in to the Defence Office a certificate of their residence within the Colony.

3. The names of Officers who comply with the above Order, and are attached to any battalion or company of Militia, will be retained on the unattached list of the New Zealand Militia.

By command of His Excellency the Governor,
 T. M. HAULTAIN.

Colonial Defence Office,
 Wellington, 21st October, 1867.

ARTICLES of AGREEMENT made this sixteenth day of August, in the year of our Lord one thousand eight hundred and sixty-seven, between the New Zealand Steam Navigation Company (Limited) who are hereinafter styled "the contractors," of the one part, and Her Majesty's Postmaster-General of the Colony of New Zealand, on behalf of the said Colony, in pursuance of the provisions of "The New Zealand Post Office Act, 1858," of the other part, WITNESS, that for the considerations hereinafter mentioned, the said contractors, for themselves, their successors and limited assigns, covenant with the said Postmaster-General, and his successors in office, as follows:

1. That at all times during the continuance of this agreement, or so long as the services hereby agreed to be performed between Manukau and the Bluff, and between Auckland and Port Chalmers, ought to be performed in pursuance thereof, the contractors will, for the purpose of conveying, as hereinafter provided, all Her Majesty's Mails (in which term "Mails" all letters, boxes, bags or packets of letters, newspapers, books or printed papers, sent by the Post to whatever country or place they may be addressed, or in whatever country or place they may have originated; and all empty bags and other stores, used or to be used in carrying on the Post Office

service, which shall be sent by or to or from the Post Office, are agreed to be comprehended), which shall at any time and from time to time, by the Postmaster-General for the time being of the said Colony, hereinafter styled the Postmaster-General, or any of his officers or agents, be required to be conveyed, provide, and keep seaworthy, and in complete repair, for such conveyance, once each way in each calendar month between Manukau and the Bluff, and between Auckland and Port Chalmers, a sufficient number of good, substantial, and efficient steam vessels for the said services.

2. The vessels to be employed under this agreement shall be always furnished, while in actual use, with all appropriate and necessary machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil for lamps and engines, tallow, provisions, anchors, cables, fire pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, medicines, and whatsoever else may be requisite for equipping the said vessels, and rendering them constantly efficient for the service hereby agreed to be performed; and also manned and provided with competent officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, to be in all respects, as to vessels, engines, equipments, officers, engineers and crew, subject in the first instance, and from time to time, and at all times afterwards, to the approval of the Postmaster-General, or of such other competent person or persons as he shall at any time or times, or from time to time, authorize to inspect and examine the same.

3. From and after the date hereof, and for six calendar months thence next ensuing, the said contractors shall perform one Postal Service monthly between Auckland and Port Chalmers *via* the East Coast of New Zealand, according to Time Table to be furnished by the Postmaster-General, subject to variation of dates as hereinafter mentioned.

4. From and after the date hereof, and for six calendar months thence next ensuing, the said contractors shall perform one Postal Service monthly between Manukau and the Bluff, according to Time Table to be furnished by the said Postmaster-General, subject to variation of dates as hereinafter mentioned.

5. The contractors shall respectively land ship and tranship all Her Majesty's Mails at the respective ports of call (except at the port of New Plymouth) free of charge other than the payments hereinafter mentioned, and such respective services shall be performed in boats seaworthy and suitable for the purpose, furnished with effective covering for the Mails, and properly provided, manned, and equipped by the contractors to the satisfaction of the Postmaster-General or his agent.

6. A chief cabin passage, free of cost either for passage or victualling, in each of the steamships employed under this contract, shall be provided on all occasions when required by the Postmaster-General for an officer of the New Zealand Post Office; and, also, a safe and proper place of deposit for the Mails, to the satisfaction of the said Postmaster-General.

7. If there be no Post-office agent in charge of the mails forwarded by the said steam vessels, on board, the masters of the said steamships shall, without charge to the Government, take care of, and the contractors shall be responsible for, the receipt safe custody and delivery of the Mails, according to the terms of this contract.

8. The contractors and all commanders and other officers of the vessels employed in the performance of this 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, his officers or agents, as to the mode, time, and place of landing, delivering, and receiving of Mails.

9. The aforesaid steamers shall (weather permitting) proceed on their respective voyages from the different ports at noon, or as near thereto as the tide will permit, on the respective dates mentioned in the Time Tables to be furnished by the Postmaster-General, or on such other dates or hours as may be fixed as hereinafter mentioned, and shall not in their respective voyages between the said ports exceed the time allowed by the said Tables: Provided always, and it shall be lawful for the said Postmaster-General or his authorized agent at either of the said ports to detain either of the said steamers for the period of twenty-four hours without payment, but if notice of such detention is not given at least three hours before the appointed time for sailing, the contractors shall be entitled to payment of a sum of five pounds, and the said Postmaster-General or his authorized agent at either of the said ports shall have power to detain either of the said steamers for such further time as he shall think proper, on payment of a bonus of fifty pounds per day, not exceeding three days.

10. The sum of fifty pounds shall be paid by the contractors to the Postmaster-General if on any occasion either of the said steamships shall not sail at the appointed time, and an additional sum of fifty pounds shall be in like manner paid for every delay of twenty-four hours in sailing after the appointed time; and the sum of one hundred pounds shall be in like manner paid whenever either of the said steamships shall not call at any port as duly required in fulfilment of this agreement, unless prevented from doing so by tempestuous weather.

11. By the aforesaid steamers the said Company shall provide cabin passages, accommodation and fare (exclusive of wine, spirits, and beer) for Members of the General Assembly or Officers of the General Government at a reduction of twenty per cent. from the scale of charges set forth in the schedule hereto annexed for each such passenger, when required so to do by the Postmaster-General or his authorized agent at either of the said ports, but shall not be entitled to payment for the same until the expiration of fourteen days from and after the termination of each such passage.

12. The said Postmaster-General shall be at liberty, on reasonable notice, so often as he shall think fit, to alter the dates of sailing mentioned in the Time Tables hereinbefore alluded to.

13. The contractors shall not assign, underlet or dispose of this agreement, or any part thereof, without the consent of the Postmaster-General, signified in writing under his hand or under the hand of the Secretary of the Post Office of New Zealand; and in case of the same or any part thereof being assigned, underlet, or otherwise disposed of, or of any gross or habitual breach of this agreement, or any covenant matter or thing herein contained, on the part of the contractors, their officers, agents or servants, and whether there be or be not any penalty or sum of money payable by the contractors for any breach, it shall be lawful for the Postmaster-General, if he shall think fit (and notwithstanding there may or may not have been any former breach of this contract), by writing under his hand or under the hand of the Secretary of the Post Office of New Zealand, to determine this agreement without any previous notice to the contractors or their agents, nor shall the contractors be entitled to any compensation in respect of such determination.

14. All sums of money hereinbefore stipulated to be forfeited or paid by the contractors, shall be considered as stipulated or ascertained damages, and

