

THE
NEW ZEALAND GAZETTE.

Published by Authority.

WELLINGTON, TUESDAY, JULY 4, 1871.

G. F. BOWEN, Governor.
A PROCLAMATION.

WHEREAS by "The Weights and Measures Act, 1868," it is enacted that it shall be lawful for the Governor from time to time to appoint one Inspector of Weights and Measures for any Province, County, Borough, or District, or for each of two or more divisions of any Province, County, Borough, or District, the boundaries of which divisions shall be proclaimed from time to time in the *New Zealand Gazette* by the Governor: And whereas it is expedient that Inspectors should be appointed for the divisions of the Province of Otago, the boundaries whereof are set forth in the Schedule hereto, and that the boundaries of such division should be proclaimed:

Now therefore, I, Sir George Ferguson Bowen, G.C.M.G., Governor of New Zealand, in exercise and pursuance of the power and authority conferred on me by the said Act, do hereby proclaim and declare that for the purposes of the said Act there shall be within the said Province of Otago a division or district, the boundaries whereof shall be the boundaries set forth in the Schedule hereto.

SCHEDULE.

THE DISTRICT OF SOUTHLAND.

Bounded by a line commencing at the mouth of the River Mataura, and continued along the right bank of the Mataura River to its source in the Eyre Mountains; thence to the summit of Eyre Peak; thence in a south-westerly direction to the junction of the Windley, with the Oreti or New River; thence due west to the River Waiau; thence along the left bank of the Waiau to the sea; thence by the coast line to the mouth of the Mataura.

Given under the hand of His Excellency Sir George Ferguson Bowen, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued under the Seal of the said Colony, at Wellington, this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and seventy-one.

W. GISBORNE.

GOD SAVE THE QUEEN!

G. F. BOWEN, Governor.
A PROCLAMATION.

WHEREAS by a Proclamation under the hand of me, Sir George Ferguson Bowen, the Governor of the Colony of New Zealand, issued under the Seal of the said Colony the fifth day of May, one thousand eight hundred and seventy-one, and published in the *New Zealand Gazette* of the thirteenth day of the same month, No. 27, after reciting as is therein particularly recited, I, the said Governor, in exercise and pursuance of the power and authority in me vested by "The Immigration and Public Works Act, 1870," did proclaim and declare that the road within the North Island of New Zealand described, and the boundaries whereof were set forth in the Schedule thereto, and which road is delineated on a plan numbered I., deposited in the office of the Public Works Department at Wellington, in the Province of Wellington, and thereon coloured red, and which plan was authenticated for the purposes of the now reciting Proclamation by the signature of the Honorable William Gisborne, the Minister for Public Works, should be and be deemed to be a road under the provisions of the said Act: And whereas in the said Schedule to the said Proclamation it is stated that the estimated length of the road line therein described is ten and three-quarter miles, and the breadth thereof one chain: And whereas a portion of the said road so proclaimed as aforesaid has been ascertained to be of a variable breadth, and it is expedient that the same should be more accurately defined, and that the said Proclamation should be altered in manner herein after appearing:

Now therefore, I, Sir George Ferguson Bowen, the Governor of New Zealand, in exercise and pursuance of the authority vested in me by "The Immigration and Public Works Act, 1870," do hereby proclaim and declare that the breadth of that portion of the said road particularly described in the Schedule hereto shall be as marked or shown in Plan No. 2 in the Schedule to the said in part recited Proclamation more particularly mentioned.

THE SCHEDULE REFERRED TO.

That part of the said road, proclaimed by the said in part recited Proclamation, which proceeds between sections 36 and 37 in a general north-easterly direction for about 4 chains, including old line of road;

thence crossing part of old road and through section 36 in a general south-by-east direction for about 24 chains; thence through same section in a south-westerly direction for about 16 chains, striking the old road at the south-west corner of section 36, the aforesaid section 36 being the property of one John Chadwick, of Tauranga.

Given under the hand of His Excellency Sir George Ferguson Bowen, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued under the Seal of the said Colony, at Wellington, this thirtieth day of June, in the year of our Lord one thousand eight hundred and seventy-one.

W. GISBORNE.

GOD SAVE THE QUEEN!

G. F. BOWEN, Governor.
ORDER IN COUNCIL.

At the Government Buildings, at Wellington, this twelfth day of June, 1871.

Present:

THE HONORABLE THE PREMIER, PRESIDING, AND MEMBERS OF THE EXECUTIVE COUNCIL.

WHEREAS by the sixty-seventh section of "The Regulation of Elections Act, 1870," it is enacted that no election shall be void in consequence only of there having been no Returning Officer at the time of the issue of the Writ, or of any delay in the return of the Writ; and where any accidental or unavoidable impediment, misfeasance, or omission shall have happened, the Governor in Council may take all such measures as may be necessary for removing such impediment or rectifying such misfeasance or omission, or may declare any or all of the proceedings at or for any election valid as to and notwithstanding such impediment, misfeasance, or omission; and every such Order in Council shall state specifically the nature of the impediment, misfeasance, or omission, and shall be forthwith published in the *New Zealand Gazette*: And whereas on the seventh day of February last a Writ was issued by His Excellency the Governor for the election of a Member to serve in the Provincial Council of the Province of Otago for the Electoral District of Dunstan: And whereas on the said seventh day of February a Writ was also issued by His Excellency the Governor for the election of a Member to serve in the Provincial Council of the Province of Otago for the Electoral District of Kawarau: And whereas on the fourth day of February last His Excellency the Governor did, by Warrant under his hand (published in the *New Zealand Gazette* on the seventh day of the said month of February), amongst other Polling Places for the said Electoral District of Dunstan, appoint for the said Electoral District of Dunstan a Polling Place described therein as follows, that is to say:—

The Canvas Booth, Nevis.

And whereas the said place so described was not situate within the said District of Dunstan or within one mile of the limits thereof: And whereas the said place so described was situate within the said District of Kawarau, but was not appointed as a Polling Place for the said District of Kawarau: And whereas the appointment of the said place as a Polling Place for the said District of Dunstan was by mistake, and the said place ought to have been appointed as a Polling Place for the said District of Kawarau,

and the said appointment was omitted by mistake: And whereas in the election held under the said Writ for the election of a Member for the said District of Kawarau, certain votes were tendered and received at the said Polling Place: And whereas in the election held under the said Writ for the election of a Member for the said District of Dunstan, one or more votes were tendered and refused at the said place: And it is expedient that the omission to appoint the said place as a Polling Place for the District of Kawarau, and that the mistake in appointing the said place as a Polling Place for the said District of Dunstan, should be rectified, and that the said elections should be declared valid notwithstanding such mistake:

Now therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council of New Zealand, doth hereby declare the said elections valid notwithstanding the said mistakes and omissions, and doth, with the like advice and consent, rectify the said mistakes and omissions by declaring that the said votes tendered and accepted as aforesaid at the said Polling Place shall be deemed to have been as duly tendered and accepted, and to have been as valid, as if the said Polling Place had been duly appointed for the District of Kawarau; and that the said votes tendered and refused as aforesaid at the said Polling Places shall be deemed to have been duly refused, and to have been as invalid as if the said Polling Place had not been so appointed as aforesaid for the said District of Dunstan.

WILLIAM FOX,
Presiding.

FORSTER GORING,
Clerk of the Executive Council.

G. F. BOWEN, Governor.

ORDER IN COUNCIL.

At the Government Buildings, at Wellington, this twelfth day of June, 1871.

Present:

THE HONORABLE THE PREMIER, PRESIDING, AND MEMBERS OF THE EXECUTIVE COUNCIL.

WHEREAS by "The Land Transfer Act, 1870," it is provided that it shall be lawful for each District Land Registrar to demand such fees as shall from time to time be appointed by the Governor in Council, not in any case exceeding the several fees specified in the Schedule to the said Act marked P: And whereas by an Order in Council bearing date the twenty-seventh day of January, one thousand eight hundred and seventy-one, His Excellency the Governor, by and with the advice and consent of the Executive Council of New Zealand, did appoint that the several fees specified in the Schedule marked P to "The Land Transfer Act, 1870," should be the fees payable under the said Act to the several District Land Registrars acting from time to time under the provisions of the said Act, in respect of the several matters in the said Schedule referred to: And whereas it is expedient to reduce the fees chargeable for certain matters in the said Schedule referred to:

Now therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council of New Zealand, doth hereby appoint that in all cases where the title consists of a grant issued in fulfilment of any contract entered into with the Crown previous to the coming into operation of the said Land Transfer Act, but subsequent to the twenty-eighth day of December, one thousand eight hundred and forty-one, and none of the land included therein has been dealt with, the fees chargeable for bringing the said lands under the provisions of the

said Land Transfer Act shall be as follows, that is to say:—

	£	s.	d.
For application of grantee to bring land under the Act	0	5	0
Certificate of title where the same is issued in the name of the applicant	Nil.		
Certificate of title where the same is issued in the name of any person or persons other than the applicant ...	1	0	0
For bringing land under the provisions of the Act, where the certificate of title is directed to be issued in the name of any person or persons other than the applicant	0	2	0
Contribution to Assurance Fund—in the pound sterling	0	0	0½

WILLIAM FOX,
Presiding.

FORSTER GORING,
Clerk of the Executive Council.

G. F. BOWEN, Governor.

WHEREAS by "The Walsh and others Pension Act, 1869," it is among other things enacted that there shall be laid out and set apart for the purposes of the said Act, out of any lands in the Provinces of Wellington and Taranaki, or either of them, confiscated or taken under the provisions of "The New Zealand Settlements Act, 1863," and "The New Zealand Settlements Amendment and Continuance Act, 1865," or either of them, a block of 400 acres, and a grant from the Crown of the said lands shall be issued in the usual form to the Trustees for the time being acting in the trusts in the said Acts referred to, on the execution by them of a deed declaring that the said land is held by them upon trusts to be in such deed declared, set out, and defined, and approved by the Governor, for the benefit of Ellen Anne Hewett, for her maintenance and the maintenance, education, and benefit of William Hewett, Ellen Maud Hewett, Charles Robert Hewett, and George Basil Duff Hewett (in the said Act respectively mentioned), during the life of the said Ellen Anne Hewett; and after the decease of the said Ellen Anne Hewett, for the benefit of the said William Hewett, Ellen Maud Hewett, Charles Robert Hewett, and George Basil Duff Hewett, or such of them as shall then be living, and the issue, if any, of such of them as may die in the lifetime of the said Ellen Anne Hewett, in equal shares, but so that the issue of any one of them who shall so die in the lifetime of the said Ellen Anne Hewett shall take the share only to which the parent of such issue, if living, would have been entitled. And the trusts to be by such deed declared may, if the Governor in his discretion shall so think fit, be trusts for the sale, when expedient, of the said lands, and application of the proceeds of such sale for the purposes indicated by the said Act. And by the said Act it is also enacted that it shall be lawful for the Governor to appoint two or more fit and proper persons to be Trustees for the purposes of the said Act as therein particularly mentioned: And whereas out of the lands mentioned in the said Act, and for the purposes thereof, a block of 400 acres hath been laid out and set apart at Upper Whenuakura, in the Province of Taranaki: And whereas it has been made to appear to me that Edward Lewis, of Wanganui, in the Province of Wellington, merchant, and William Hogg Watt, of the same place, merchant, are two fit and proper persons to be Trustees for the purposes of the said Act, and that they have consented to act as such Trustees under the provisions thereof:

Now therefore, I, Sir George Ferguson Bowen, the Governor of the Colony of New Zealand, in exercise of the authority vested in me by the said Act, and for the purposes thereof, do hereby appoint the said Edward Lewis and William Hogg Watt to be Trustees for the said Ellen Anne Hewett, William Hewett, Ellen Maud Hewett, Charles Robert Hewett, and George Basil Duff Hewett, subject to the provisions of the said in part recited Act.

Given under the hand of His Excellency Sir George Ferguson Bowen, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued at Wellington, this twenty-ninth day of June, in the year of our Lord one thousand eight hundred and seventy-one.

W. GISBORNE.

G. F. BOWEN, Governor.

WHEREAS by "The Customs Regulation Act, 1858," it is enacted that it shall be lawful for the Governor, in the name and on behalf of Her Majesty, from time to time to appoint and remove a superior Officer of Customs, who shall have the control and direction of all other officers and persons of the revenue of Customs, and shall be styled "The Commissioner of Customs;" and also, in like manner, from time to time to appoint and remove, or to depute to the Commissioner the power to appoint and remove, officers and persons subordinate to the Commissioner to collect and manage the Customs Revenue, and to perform the several duties incident to and connected with the collection and management thereof:

Now therefore, I, Sir George Ferguson Bowen, the Governor aforesaid, in pursuance and exercise of the said power and authority, do hereby delegate to

The Honorable HENRY SEWELL,

the Commissioner of Customs appointed as aforesaid, the power to appoint and remove officers and persons subordinate to the Commissioner to collect and manage the Customs Revenue and to perform the several duties incident to and connected with the collection and management thereof, vested in me by the said in part recited Act, to be held and exercised by him from time to time as he shall think fit, so long as he shall hold the said office of Commissioner of Customs.

Given under the hand of His Excellency Sir George Ferguson Bowen, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued at Auckland, this tenth day of June, in the year of our Lord one thousand eight hundred and seventy-one.

W. GISBORNE.

Colonial Secretary's Office,
Wellington, 30th June, 1871.

HIS Excellency the Governor has been pleased to appoint

JAMES TOWNSEND EDWARDS, Esq.,

to be Registration and Returning Officer for the Districts of Wanganui and Rangitikei, for the election of Members of the House of Representatives

during the absence on leave of Walter Lawry Buller, Esq.

This appointment to take effect on and from the 1st day of July, 1871.

W. GISBORNE.

Colonial Secretary's Office,
Wellington, 30th June, 1871.

HIS Excellency the Governor has been pleased to appoint

JAMES TOWNSEND EDWARDS, Esq.,

to be Registrar of Marriages, and of Births, Deaths, and Marriages, for the District of Wanganui, as the same is defined in Proclamation of 10th day of October, 1870, and published in *New Zealand Gazette*, No. 56, of 11th day of October, 1870, during the absence on leave of Walter Lawry Buller, Esq.

This appointment to take effect on and from the 1st day of July, 1871.

W. GISBORNE.

Colonial Secretary's Office,
Wellington, 1st July, 1871.

HIS Excellency the Governor has been pleased to appoint

HARVEY THOMSON, Esq.,

to be Deputy of the Registrar of Marriages, and of Births, Deaths, and Marriages, for the District of Wanganui, as the same is defined in Proclamation of 10th day of October, 1870, and published in *New Zealand Gazette*, No. 56, of 11th day of October, 1870.

W. GISBORNE.

Colonial Secretary's Office,
(Judicial Branch),
Wellington, 26th June, 1871.

HIS Excellency the Governor has been pleased to appoint

WILLIAM JARVIS WILLIS, Esq., R.M.,

to be a Resident Magistrate under "The Resident Magistrates Act, 1867," for the Districts of Manawatu and Wanganui, and as such to exercise the extended jurisdiction up to £100.

W. GISBORNE.

Colonial Secretary's Office,
(Judicial Branch),
Wellington, 27th June, 1871.

HIS Excellency the Governor has been pleased to appoint

HENRY TACY CLARKE, Esq., R.M.,

to be Resident Magistrate for the District of Tauranga, during the absence of William Moule, Esq., R.M., and as such to exercise jurisdiction to £100; and

FRANCIS EDWARDS HAMLIN, Esq., R.M.,

to be a Resident Magistrate for the District of Opotiki, *vice* W. G. Mair, Esq., transferred, and as such to exercise extended jurisdiction up to £50.

W. GISBORNE.

Colonial Secretary's Office,
(Judicial Branch),
Wellington, 28th June, 1871.

HIS Excellency the Governor has been pleased to appoint

JAMES TOWNSEND EDWARDS, Esq., R.M.,

to be a Resident Magistrate for the District of Wanganui, under "The Resident Magistrates Act,

1867," during the absence on leave of W. L. Buller, Esq., and as such to exercise extended jurisdiction up to £100.

W. GISBORNE.

Colonial Secretary's Office,
(Judicial Branch),
Wellington, 28th June, 1871.

HIS Excellency the Governor has been pleased to appoint

JAMES TOWNSEND EDWARDS, Esq., R.M.,

to be Auditor of the Courts of Law Trust Accounts for the Districts of Wanganui and Upper Wanganui, *vice* W. L. Buller, Esq.

W. GISBORNE.

Colonial Secretary's Office,
(Judicial Branch),
Wellington, 24th June, 1871.

HIS Excellency the Governor has been pleased to appoint

PHILIP AARON PHILLIPS, Esq., of Auckland,
to be a Justice of the Peace for the Colony.

W. GISBORNE.

Colonial Secretary's Office,
(Judicial Branch),
Wellington, 29th June, 1871.

HIS Excellency the Governor has been pleased to appoint

WILLIAM BRADFORD, Esq.,

to be Provisional Trustee under "The Bankruptcy Act, 1867," for the Judicial District of Wellington.

W. GISBORNE.

Colonial Defence Office,
Wellington, 27th June, 1871.

HIS Excellency the Governor has been pleased to make the under-mentioned promotions and appointments, *viz.* :—

In the New Zealand Militia.

Lieutenant Hugh Horsley Beetham to be Captain. Date of commission, 11th February, 1871.

Lieutenant John Frederick Maunsell to be Captain. Date of commission, 25th February, 1871.

Lieutenant Alexander Winks to be Captain. Date of commission, 14th May, 1871.

Edward Swartz Maunsell to be Lieutenant. Date of commission, 24th August, 1870.

Frederick Alexander Whitaker to be Lieutenant. Date of commission, 8th February, 1871.

Ensign William Dorset to be Lieutenant. Date of commission, 11th February, 1871.

Charles Edward Beetham to be Lieutenant. Date of commission, 11th February, 1871.

John Partridge to be Ensign. Date of commission, 15th August, 1870.

Henry Humphrey Jackson to be Ensign. Date of commission, 15th August, 1870.

In the Thames Engineer Volunteers.

Lieutenant Henry Thornton Rowe to be Captain. Date of commission, 30th March, 1871.

In the Wanganui Rifle Volunteers.

Frederick Parkes to be Captain. Date of commission, 6th December, 1870.

Lieutenant John William Liddell (New Zealand Militia), to be Lieutenant. Date of commission, 6th December, 1870.

John Patten Watt to be Ensign. Date of commission, 6th December, 1870.

In the Turakina Cavalry Volunteers.

Cornet Alexander Simpson to be Lieutenant. Date of commission, 3rd December, 1870.
William Harvey Burr to be Cornet. Date of commission, 3rd December, 1870.

In the Bay of Plenty Cavalry Volunteers.

John Forsyth Connelly to be Cornet. Date of commission, 10th December, 1870.

In the Featherston Rifle Volunteer Cadets.

Joseph Wladislas Edmond de Montalk to be Honorary Lieutenant. Date of commission, 6th May, 1871.

In the Canterbury High School Rifle Volunteer Cadets.

Honorary Ensign Andrew Davies to be Honorary Captain. Date of commission, 5th November, 1870.

W. GISBORNE
(in the absence of Mr. McLean).

Colonial Defence Office,
Wellington, 27th June, 1871.

HIS Excellency the Governor has been pleased to accept the resignation of the commissions held by the under-mentioned officers, viz. :—

- Captain A. McCarroll, No. 1 Company, Hauraki Rifle Volunteers.
- Captain D. T. Brett, Canterbury Yeomanry Cavalry Volunteers.
- Lieutenant L. D. Nathan, Auckland Naval Volunteers.
- Lieutenant A. S. Collins, Whakapuaka Artillery Volunteers.
- Lieutenant J. Surman, Riverton Rifle Volunteers.
- Ensign J. W. Marshall, New Zealand Militia.
- Ensign W. Burnett, New Zealand Militia.
- Sub-Lieutenant T. Whitson, Auckland Naval Volunteers.
- Second Lieutenant W. Walker, Lyttelton Artillery Volunteers.
- Honorary Assistant-Surgeon H. W. Watling, Auckland Naval Volunteers.

W. GISBORNE
(in the absence of Mr. McLean).

Colonial Defence Office,
Wellington, 27th June, 1871.

HIS Excellency the Governor has been pleased to accept the services of the under-mentioned corps, viz. :—

- The Thames Engineer Volunteer Cadet Corps. Date of acceptance, 5th April, 1871.
- The Thames Rifle Rangers Volunteer Cadet Corps. Date of acceptance, 3rd May, 1871.
- The Gisborne Rifle Volunteers. Date of acceptance, 3rd May, 1871.
- The No. 2 Company, Pukekohe Rifle Volunteers. Date of acceptance, 27th May, 1871.
- The No. 2 Company, Waiuku Rifle Volunteers. Date of acceptance, 27th May, 1871.

W. GISBORNE
(in the absence of Mr. McLean).

Treasury,
Wellington, 26th June, 1871.

IT is hereby notified that ROBERT JOSEPH LA NAUZE, Esq., has been appointed a Sub-Treasurer at the Chatham Islands. This appointment to date from 16th instant.
HENRY SEWELL.

EDWARD B. CORNISH, late Constable in Armed Constabulary (No. 3 Division), deceased.

Under the provisions of "The Public Payments without Probate Act, 1869," and the Regulations made thereunder, published in the *New Zealand Gazette* of 1870, page 212, the Colonial Treasurer intends to make a payment of money due to the above-named deceased, to a person not being his legal representative. All persons objecting to such payment being made must give notice to the Colonial Treasurer, at Wellington, within one calendar month from the date of the *Gazette* containing this notice, when their objections will be considered.

HENRY SEWELL,
Colonial Treasurer.

General Post Office,
Wellington, 20th June, 1871.

HIS Excellency the Governor has been pleased to authorize

The CHANCELLOR and the VICE-CHANCELLOR, University of New Zealand,

to frank and receive free from pre-payment of postage Letters or Packets sent from or to them through the Post on the Public Service.

HENRY SEWELL
(for the Postmaster-General).

General Post Office,
Wellington, 24th June, 1871.

NOTICE is hereby given, that His Excellency the Governor has been pleased to appoint the under-mentioned Post Offices to be Money Order and Savings Bank Offices, for the transaction of Money Order and Savings Bank business, from 15th proximo :—

OPOTIKI and
WARKWORTH,

Province of Auckland.

By order,
G. ELIOTT ELIOTT,
Secretary.

Native Office,
Wellington, 13th June, 1871.

HIS Excellency the Governor has been pleased to appoint

TAHANA TUROA

to be an Assessor for the purposes of "The Resident Magistrates Act, 1867," "The Native Circuit Courts Act, 1858," and "The Native Circuit Courts Act Amendment Act, 1862," within the District of Upper Wanganui.

WILLIAM FOX
(in the absence of the Native Minister).

NOTICES TO MARINERS.

No. 7 of 1871.

Customs Department (Marine Branch),
Wellington, 24th June, 1871.

THE following Notices to Mariners are published for general information.

HENRY SEWELL.

PORT WILLUNGA, ST. VINCENT'S GULF.

NOTICE is hereby given, that the Beacon Buoy on the Reef off Port Willunga has sunk. It will be replaced as soon as possible.

By order,
GEO. E. DEMOLE,
Secretary.

Marine Board, Port Adelaide,
19th May, 1871.

Colonial Office, Cape of Good Hope,
23rd December, 1870.

His Excellency the Lieut.-Governor Administering the Government directs it to be notified, for general information, that from and after the 31st of December, 1870, the Roman Rock Lighthouse, Simon's Bay, will be painted in broad horizontal bands of red and white.

By command of His Excellency the Lieutenant-Governor Administering the Government.

R. SOUTHEY,
Colonial Secretary.

Registrar-General's Office,
Wellington, 3rd July, 1871.

PURSUANT to the provisions of an Act of the General Assembly of New Zealand, passed in the eighteenth year of the reign of Her Majesty Queen Victoria, and intitled "The Marriage Act, 1854," the following names of Officiating Ministers, within the meaning of the said Act, are published for general information:—

Roman Catholic Church.

The Reverend WILLIAM LARKIN.

Presbyterian Church of Otago and Southland.

The Reverend JAMES BAIRD.

I, JOHN B. BENNETT, Registrar-General of Births, Deaths, and Marriages in New Zealand, do hereby certify that the foregoing Names of Officiating Ministers, within the meaning of "The Marriage Act, 1854," have been sent in to me in addition to the names in Lists published in the *New Zealand Gazette*, No. 7, of the 31st of January; No. 14, of the 25th of February; No. 19, of the 18th of March; No. 20, of the 27th of March; No. 23, of the 13th of April; No. 24, of the 26th of April; No. 27, of the 13th of May; and No. 29, of the 20th of May, in the present year.

Given under my hand, at Wellington, this third day of July; one thousand eight hundred and seventy-one.

JOHN B. BENNETT,
Registrar-General.

Office of Registrar of Joint Stock Companies,
Auckland, 31st May, 1871.

I, JOHN MUIR WAYLAND, Registrar of Joint Stock Companies for the Provinces of Auckland and Hawke's Bay, in the Colony of New Zealand, do hereby notify that I have registered a Memorandum of Association, with Articles of Association, establishing a Company, with limited liability of the shareholders therein, entitled

"The Imperial City Gold Mining Company, Limited."

The object for which the Company is established is— "The mining for gold and other minerals in, through, and over a block of land situated on the Thames Gold Fields, now held by William Wilson Poingdestre, under lease from the Crown, dated the seventeenth day of February, eighteen hundred and seventy-one, for the term of fifteen years; and such other block, pieces, or parcels of land on the Thames Gold Fields as the Company may from time to time become possessed of; and the transaction of all business and the doing of all things conducive, incidental, or subsidiary thereto respectively."

And that, in pursuance of the provisions of "The Joint Stock Companies Act, 1860," I have issued a Certificate of Incorporation of the said Company, bearing date this thirty-first day of May, 1871.

JOHN M. WAYLAND,
Registrar of Joint Stock Companies.

Office of Registrar of Joint Stock Companies,
Auckland, 31st May, 1871.

I, JOHN MUIR WAYLAND, Registrar of Joint Stock Companies for the Provinces of Auckland and Hawke's Bay, in the Colony of New Zealand, do hereby notify that I have registered a Memorandum of Association, establishing a Company, with limited liability of the shareholders therein, entitled

"The Gold Fields Investment Company, Limited."

The object for which the Company is established is— "To buy, hold, and sell gold mining shares and gold mining property in and about the Province of Auckland."

And that, in pursuance of the provisions of "The Joint Stock Companies Act, 1860," I have issued a Certificate of Incorporation of the said Company, bearing date this thirty-first day of May, 1871.

JOHN M. WAYLAND,
Registrar of Joint Stock Companies.

Office of Registrar of Joint Stock Companies,
Auckland, 5th June, 1871.

I, JOHN MUIR WAYLAND, Registrar of Joint Stock Companies for the Provinces of Auckland and Hawke's Bay, in the Colony of New Zealand, do hereby notify that I have registered a Memorandum of Association, with Articles of Association, establishing a Company, with limited liability of the shareholders therein, entitled

"The Mutual Mining Investment Company, Limited."

The object for which the Company is established is— "To acquire by purchase or otherwise, and to hold and sell, shares and interests in Gold Mines and Gold Mining Companies in the Province of Auckland that have paid dividends; or in mines, or in Gold Mining Companies holding mines, immediately adjoining such dividend-paying mines."

And that, in pursuance of the provisions of "The Joint Stock Companies Act, 1860," I have issued a Certificate of Incorporation of the said Company, bearing date this fifth day of June, 1871.

JOHN M. WAYLAND,
Registrar of Joint Stock Companies.

LAND TRANSFER ACT NOTICES.

Lands Registry Office, Auckland.

WHEREAS the persons named at the foot hereof have each respectively for himself made application to have the land set forth and described after his name brought under the operation of "The Land Transfer Act, 1870," notice is hereby given, that unless caveat be lodged with the District Land Registrar of the District of Auckland, by some person having estate or interest in the said lands, on or before the date herein below for each case specified, the said pieces of land will be brought under the operation of the said Act as by law directed. Diagrams delineating these parcels of land may be inspected at the Lands Registry Office, Supreme Court House, Auckland.

CITY OF AUCKLAND.

NEW ZEALAND INSURANCE COMPANY.
—1 rood and 3 perches, Allotment 6, City Section 17. Fronting on Lower Queen Street 100 links, with a depth of 268 links. Occupied by said Company and its tenants.—Time for caveat, 5th August, 1871.

CITY OF AUCKLAND.

The Reverend MEYRICK LALLY.—1 $\frac{1}{2}$ perch, part of Allotment 23, City Section 17. Fronting on West Queen Street 15 feet, with depth of 30 feet 6 inches. Now or late in occupation of William Garrioch.—Time for caveat, 5th August, 1871.

PARISH OF WAIKOMITI, COUNTY EDEN.

JOHN THOMPSON, of Auckland, Farmer.—40 acres, Allotment 134 of said parish. Occupied by said John Thompson.—Time for caveat, 5th August, 1871.

Dated this 21st day of June, 1871, at the Lands Registry Office, Auckland.

GEO. B. DAVY,
678 District Land Registrar, Auckland.

LAND TRANSFER ACT NOTICE.

Lands Registry Office, Wellington.

WHEREAS the person named below has made application to have the land hereinafter described brought under the operation of "The Land Transfer Act, 1870," notice is hereby given, that unless caveat be lodged with me, the undersigned, by some person having estate or interest in the said land, on or before the date herein below specified, the said land will be brought under the operation of the said Act as by law directed. A diagram delineating the said land may be inspected at this office.

EDWARD TOOMATH, of Karori, Gentleman.—24 acres 2 roods, being part of Section No. 39, Karori District. Bounded—North-east by a public road and by Section 37, 5000 links; South-east by Karori Road, 490 links; South-west by other part of said Section 39, 5000 links; and North-west by Crown lands, 490 links.

Also, 10 acres 1 rood 25 perches, being Lots 7 and 16 on Sub-divisional Plan of Section No. 37, Karori District. Bounded—North-east by Lots No. 8 and 15, 2217 links; South-east by public road, 480 links; North-west by a private way, 490 links; and South-west by road leading to Park Vale, 2160 links.

Caveat may be lodged on or before the 5th August next.

Dated this 29th day of June, 1871, at the Lands Registry Office, Wellington.

JOHN E. SMITH,
685 District Land Registrar, Wellington.

LAND TRANSFER ACT NOTICES.

Lands Registry Office, Dunedin.

WHEREAS the persons named at foot hereof have each respectively for himself made application to have the land set forth and described after his name brought under the operation of "The Land Transfer Act, 1870," notice is hereby given, that unless caveat be lodged with the District Land Registrar of the District of Otago, by some person having estate or interest in the said lands, on or before the date herein below for each case specified, the said pieces of land will be brought under the operation of the said Act as by law directed. Diagrams delineating these parcels of land may be inspected at this office.

CHARLES SMITH, of Dunedin, in the Province of Otago, Clerk to the Provincial Council of the said Province; and D'ARCY HAGGITT, of Dunedin aforesaid, Solicitor, Attorney for WILLIAM CAMERON, of Lochee, near Dundee, Scotland.—Section 36, Block XXV., Town of Dunedin.

HENRY CROOK, of Otago Heads, Settler, on behalf of CHARLES HARRIS, of Tickhill, in the County of York, England, Saddler.—Sections 41, 42, 43, 44, Block II., Portobello Bay District.

Caveat in each case must be lodged within six calendar months from the date of publication of this notice.

Dated this 19th day of June, 1871, at the Lands Registry Office, Dunedin.

D. F. MAIN,
687 District Land Registrar, Otago.

LAND TRANSFER ACT NOTICES.

Lands Registry Office, Dunedin.

WHEREAS the persons named at foot hereof have each respectively for himself made application to have the land set forth and described after his name brought under the operation of "The Land Transfer Act, 1870," notice is hereby given, that unless caveat be lodged with the District Land Registrar of the District of Otago, by some person having estate or interest in the said lands, on or before the date herein below for each case specified, the said pieces of land will be brought under the operation of the said Act as by law directed. Diagrams delineating these parcels of land may be inspected at this office.

JOHN STODDART, of Green Island, Farmer.—Sections 88, 92, 109, 110, 111, Green Island Bush District.

JAMES MACANDREW, of Upper Harbour East, Esquire; ARTHUR JOHN BURNS, of Dunedin, Esquire; and ARTHUR WILLIAM MORRIS, of Dunedin, Esquire.—Section 12, Block XCIII., Town of Oamaru.

Also, Section 20, Upper Harbour East District.

Also, Section 5, Block VI., Town of Oamaru.

Also, Section 1, Block XXIV., Town of Oamaru.

Also, Section 74, Town of Port Chalmers.

JAMES BARR, of Dunedin, Settler.—Section 13A, Block XX., Town of Dunedin.

ELLEN STAFFORD, of Dunedin, Housekeeper.—Sections 7 and 28, Block LXXII., Town of Oamaru.

Caveat in each case must be lodged within one calendar month from the date of publication of this notice.

Dated this 23rd day of June, 1871, at the Lands Registry Office, Dunedin.

D. F. MAIN,
686 District Land Registrar, Otago.

IN THE MATTER OF A BILL INTITULED "AN ACT TO AUTHORIZE THE SUPERINTENDENT OF THE PROVINCE OF NELSON TO BREAK UP STREETS, ROADS, AND BRIDGES, AND TO LAY DOWN AND PLACE PIPES, CONDUITS, AND SERVICE PIPES, AND TO MAKE AND CONSTRUCT OTHER WORKS FOR SUPPLYING THE CITY OF NELSON WITH GAS."

NOTICE is hereby given, that an application is intended to be made at the next Session of the General Assembly of New Zealand, for leave to bring in a Bill to authorize the Superintendent of the Province of Nelson to break up streets, roads, and bridges, and to lay down and place pipes, conduits, and service pipes, and to make and construct other works for supplying the City of Nelson with gas, and for other purposes relating thereto.

Copies of the Bill will be deposited on or before the commencement of the Session at the office of the Commissioner of Crown Lands for the Province of Nelson, in the City of Nelson aforesaid, and in the office of the Colonial Secretary, and in the Private Bill Office.

It is intended to apply for the following powers on behalf of the Superintendent, that is to say—

The Superintendent may open and break up the soil and pavement of the several streets, roads, and bridges within the City of Nelson; and may open and break up any sewers, drains, or tunnels within or under such streets, roads, and bridges, and lay down and place within the same limits pipes, conduits, service pipes, and other works, and from time to time repair, alter, or remove the same; and also make any sewers that may be necessary for carrying off the washings and waste liquids that may arise in the making of the gas; and for the purposes aforesaid may remove and use all earth and materials in and

under such streets, roads, and bridges; and may in such streets and roads erect any pillars, lamps, and other works, and do all other acts which the Superintendent shall from time to time deem necessary for the making and supplying gas within the limits hereinafter mentioned, doing as little damage as may be in the execution of the power hereby granted, and making compensation for any damage which may be done in the execution of such powers.

That the Superintendent may from time to time enter into any contract with any person for lighting or supplying with gas any public or private buildings, or for providing any person with pipes, burners, meters, and lamps, and for the repair thereof; and may also from time to time enter into any contract with the Nelson Board of Works, or other persons having the control of any of the streets or roads within the limits aforesaid, for lighting the same or any of them with gas; and for providing lamps, lamp-posts, burners and pipes for such purpose, and for the repairs thereof, in such manner and upon such terms as shall be agreed upon between the Superintendent and the Board of Works or other persons.

That the Superintendent may let for hire any meter for ascertaining the quantity of gas consumed or supplied, and any fittings for the gas, for such remuneration in money as shall be agreed upon between the Superintendent and any person to whom the same may be so let, and such remuneration shall be recoverable in the same manner as the rent or sums due to the Superintendent for gas; and such meters and fittings shall not be subject to distress for rent of the premises where the same may be used, nor to be taken in execution under any process or proceeding of a Court of law or equity, or in bankruptcy, against the person in whose possession the same may be.

That the Clerk, Engineer, or other officer duly appointed for the purpose by the Superintendent, may at all reasonable times enter any building or place lighted with gas supplied by the Superintendent, in order to inspect the meters, fittings, and works for regulating the supply of gas, and for the purpose of ascertaining the quantity of gas consumed or supplied; and if any person hinder such officer aforesaid from entering and making such inspection as aforesaid at any reasonable time, he shall for every such offence forfeit a sum not exceeding five pounds.

That if any person supplied with gas neglect to pay the rent due for the same, the Superintendent may stop the gas from entering the premises of such person by cutting off the service pipe, or by such means as he shall think fit; and recover the rent due from such person, together with the expenses of cutting off the gas and the cost of recovering the rent, by action in any Court of law of competent jurisdiction.

That in all cases in which the Superintendent is authorized to cut off and take away the supply of gas from any house, building, or premises under the provisions of this Act, the Superintendent, his agents, or workmen, after giving forty-eight hours' previous notice in writing to the occupier, or if no occupier, then after leaving such notice on any portion of the premises, may enter into such house, building, or premises between the hours of nine in the forenoon and four in the afternoon, and remove or carry away any pipe, meter, fittings, or other works, the property of the Superintendent.

The Superintendent may make by-laws or regulations, provided the same shall not be repugnant to this Act, or to any Act of the General Assembly or of the Province of Nelson, or to any by-law or regulation which may now or hereafter be made there-

under respectively, and may impose any penalty not exceeding the sum of five pounds for the breach of any by-law or regulation of the Superintendent.

The Superintendent may enter into any contract or contracts for the construction of the Gas Works authorized by this Act or of any part or parts thereof, and may lease the same when constructed.

Such Gas Works, as aforesaid, are intended to be made and maintained within the limits of the City of Nelson.

The Works for the manufacture of Gas are intended to be erected on a certain parcel of land, containing four acres more or less, situated below high water-mark in the Port of Nelson, granted to the Superintendent of the Province of Nelson by a certain Deed of Grant bearing date on or about the 9th day of February, 1856, bounded on the Westward, ninety links, by land now in the occupation of James Lukins, and known as section numbered 9 on the Government plan of the frontages on the Haven Road; on the Southward by the Haven Road; on the Eastward by a straight line three chains long, being a continuation of the boundary line between sections numbered 54 and 55 respectively on the plan of the City of Nelson; and on the Northward by a straight line from the northern corner of the western boundary to the northern corner of the eastern boundary.

HENRY ADAMS,
Provincial Solicitor, Nelson,
Solicitor for the Bill.

679

STATEMENT of the Affairs of "The Original Faugh-a-Ballagh Gold Mining Company, Registered," for the half-year ended 1st June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "Original Faugh-a-Ballagh Gold Mining Company, Registered."

When formed, and date of registration: 29th June, 1869; 10th July, 1869.

Where business is conducted, and name of Legal Manager: 24 Queen Street, Auckland; G. B. Jones.

Nominal capital: £6,000.

Amount of paid-up scrip given to shareholders: £3,600.

Number of shares in which capital is divided: 1,200.

Number of shares taken: 1,200.

Amount of calls made: £450.

Total amount of subscribed capital paid up: £360 8s. 0d.

Number of shareholders at time of registration of Company: 11.

Amount of cash in hand: £7 16s. 3d.

Whether in operation or not: Not.

Total amount of dividends declared:

Number of shares unallotted: Nil.

15th June, 1871.

G. B. JONES,
Manager.

682

ANDERSON'S Creek Quartz Mining Company, Registered.—Reefton, Inangahua, 17th June, 1871.

STATEMENT.

Name of Company: "Anderson's Creek Quartz Mining Company, Registered."

When formed, and date of registration: 25th April, 1871; 27th April, 1871.

Where business is conducted, and name of Legal Manager: Inangahua, Upper Buller, Province of Nelson; Robt. Tapley.

Nominal capital: £9,500.

Amount of paid-up scrip given to shareholders: Nil.

Number of shares in which capital is divided: 1,900.

Number of shares taken: 1,900.

Amount of calls made: £450.

Total amount of subscribed capital paid up: £2,950.

Number of shareholders at time of registration of Company: 33.

Amount of cash in hand: £60 16s. 6d.

Whether in operation or not: In operation.

Total amount of dividends declared: Nil.

Number of shares unallotted: Nil.

684

ROBERT TAPLEY,
Legal Manager.

S STATEMENT of the Affairs of "The Tui and Cuckoo Gold Mining Company, Registered," for the half-year ended 1st June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "Tui and Cuckoo Gold Mining Company, Registered."

When formed, and date of registration: 31st July, 1869; 8th August, 1869.

Where business is conducted, and name of Legal Manager: 24 Queen Street, Auckland; Geo. W. Jones.

Nominal capital: £10,500.

Amount of paid-up scrip given to shareholders: £8,400.

Number of shares in which capital is divided: 7,000.

Number of shares taken: All.

Amount of calls made: £670 16s. 8d.

Total amount of subscribed capital paid up: £529 19s. 6d.

Number of shareholders at time of registration of Company: 18.

Amount of cash in hand: £20 3s. 11d.

Whether in operation or not: Not.

Total amount of dividends declared: Nil.

Number of shares unallotted: Nil.

15th June, 1871.

GEO. W. JONES,
Manager.

680

S STATEMENT of the Affairs of "The Pride of Parnell Gold Mining Company, Registered," for the half-year ended 1st June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "Pride of Parnell Gold Mining Company, Registered."

When formed, and date of registration: 30th July, 1869; 10th November, 1869.

Where business is conducted, and name of Legal Manager: 24 Queen Street, Auckland; Geo. W. Jones.

Nominal capital: £25,600.

Amount of paid-up scrip given to shareholders: £16,384.

Number of shares in which capital is divided: 5,120.

Number of shares taken: 4,096.

Amount of calls made: £921 12s.

Total amount of subscribed capital paid up: £753 3s.

Number of shareholders at time of registration of Company: 27.

Amount of cash in hand: £1 8s. 5d.

Whether in operation or not: Not.

Total amount of dividends declared:

Number of shares unallotted: 1,024.

15th June, 1871.

GEO. W. JONES,
Manager.

681

S STATEMENT of the Affairs of "The Middle Star Gold Mining Company, Registered," for the half-year ended 1st June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "Middle Star Gold Mining Company, Registered."

When formed, and date of registration: 30th June, 1869; 3rd July, 1869.

Where business is conducted, and name of Legal Manager: 24 Queen Street, Auckland; Geo. W. Jones.

Nominal capital: £3,600.

Amount of paid-up scrip given to shareholders: £3,600.

Number of shares in which capital is divided: 1,440.

Number of shares taken: All.

Amount of calls made: Nil.

Total amount of subscribed capital paid up: Nil.

Number of shareholders at time of registration of Company: 14.

Amount of cash in hand: £267 0s. 8d.

Whether in operation or not: In operation.

Total amount of dividends declared: £360.

Number of shares unallotted: Nil.

15th June, 1871.

GEO. W. JONES,
Manager.

683

S STATEMENT of the Affairs of "The Enterprise Water Race Company, Registered," for the half-year ended 5th June, 1871, in accordance with Section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "Enterprise Water Race Company, Registered."

When formed, and date of registration: 14th September, 1863; 7th February, 1867.

Where business is conducted, and name of Legal Manager: Mount Ida; William Newman.

Nominal capital: £4,800.

Amount of paid-up scrip given to shareholders: £4,800.

Number of shares in which capital is divided: 16.

Number of shares taken: 16.

Amount of calls made: Nil.

Total amount of subscribed capital paid up: £4,800.

Number of shareholders at time of registration of Company: 16.

Amount of cash in hand: £3 9s. 6d.

Whether in operation or not: In operation.

Total amount of dividends declared: £681 12s.

Number of shares unallotted: Nil.

14th June, 1871.

WILLIAM NEWMAN,
Manager.

688

S STATEMENT of the Affairs of "The Surprise Water Race and Sluicing Company, Registered," for the half-year ended 10th June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "The Surprise Water Race and Sluicing Company, Registered."

When formed, and date of registration: 9th April, 1868.

Where business is conducted, and name of Legal Manager: Mount Ida; Jacob Lory.

Nominal capital: £2,400.

Amount of paid-up scrip given to shareholders: £2,400.

Number of shares in which capital is divided: 240.

Number of shares taken: 240.

Amount of calls made: None.

Total amount of subscribed capital paid up: £2,400.

Number of shareholders at time of registration of Company: 6.

Amount of cash in hand: £8 10s.

Whether in operation or not: In operation.

Total amount of dividends declared: £282 3s.

Number of shares unallotted: Nil.

14th June, 1871.

JACOB LORY,
Manager.

689

S STATEMENT of the Affairs of "The Enterprise Water Race Company, Registered," for the half-year ended 1st June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "Enterprise Water Race Company, Registered."

When formed, and date of registration: May, 1866; 1st June, 1866.

Where business is conducted, and name of Legal Manager: St. Bathans; John O'Regan.

Nominal capital: £4,500.

Amount of paid-up scrip given to shareholders: £4,500.

Number of shares in which capital is divided: 9.

Number of shares taken: 9.

Amount of calls made: Nil.

Total amount of subscribed capital paid up: £4,500.

Number of shareholders at time of registration of Company: 9.

Amount of cash in hand: £137.

Whether in operation or not: In operation.

Total amount of dividends declared: £180.

Number of shares unallotted: Nil.

10th June, 1871.

JOHN O'REGAN,
Manager.

690

S STATEMENT of the Affairs of "The Scandinavian Water Race Company, Registered," for the half-year ended 1st June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "The Scandinavian Water Race Company, Registered."

When formed, and date of registration: 1865; 6th May, 1868.

Where business is conducted, and name of Legal Manager: St. Bathans, Otago; George Purton.

Nominal capital: £12,000.

Amount of paid-up scrip given to shareholders: £12,000.

Number of shares in which capital is divided: 240.

Number of shares taken: 240.

Amount of calls made:

Total amount of subscribed capital paid up: £12,000.

Number of shareholders at time of registration of Company: 28.

Amount of cash in hand: £134 5s. 1d.

Whether in operation or not: In operation.

Total amount of dividends declared: £2,400.

Number of shares unallotted:

St. Bathans, 10th June, 1871.

GEORGE PURTON,
Manager.

691

STATEMENT of the Affairs of "The Mountain Water Race Company, Registered," for the half-year ended 17th June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "Mountain Water Race Company, Registered."

When formed, and date of registration: 6th August, 1866.

Where business is conducted, and name of Legal Manager: St. Bathans; Samuel Turner.

Nominal capital: £4,000.

Amount of paid-up scrip given to shareholders: £4,000.

Number of shares in which capital is divided: 10.

Number of shares taken: 10.

Amount of calls made:

Total amount of subscribed capital paid up: £4,000.

Number of shareholders at time of registration of Company: 10.

Amount of cash in hand: £2 14s. 11d.

Whether in operation or not: In operation.

Total amount of dividends declared: £680.

Number of shares unallotted: Nil.

17th June, 1871.

SAMUEL TURNER,
Manager.

692

STATEMENT of the Affairs of "The United Miners Gold Mining Company, Registered," for the half-year ended 14th June, 1871, in accordance with Section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "United Miners Gold Mining Company, Registered."

When formed, and date of registration: 17th February, 1870; 15th June, 1870.

Where business is conducted, and name of Legal Manager: Totara District, Ross; Emil Hall.

Nominal capital: £5,000.

Amount of paid-up scrip given to shareholders: None.

Number of shares in which capital is divided: 1,000.

Number of shares taken: 1,000.

Amount of calls made: £612 10s.

Total amount of subscribed capital paid up: £536 15s.

Number of shareholders at time of registration of Company: 23.

Amount of cash in hand: £5 14s. 8d.

Whether in operation or not: Not in operation.

Total amount of dividends declared: Nil.

Number of shares unallotted: None.

EMIL HALL,
Manager.

693

STATEMENT of the Affairs of "The Sutherland Gold Mining Company, Registered," in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "The Sutherland Gold Mining Company, Registered."

When formed, and date of registration: 28th October, 1870; 20th December, 1870.

Where business is conducted, and name of Legal Manager: High Street, Blenheim; Harry Pitt.

Nominal capital: £4,500.

Amount of paid-up scrip given to shareholders: £2,000.

Number of shares in which capital is divided: 4,000.

Number of shares taken: 1,901.

Amount of calls made: £945 10s.

Total amount of subscribed capital paid up: £1,896.

Number of shareholders at time of registration of Company: 75.

Amount of cash in hand: Nil.

Whether in operation or not: In operation.

Total amount of dividends declared: Nil.

Number of shares unallotted: 99.

27th June, 1871.

HARRY PITT,
Legal Manager.

694

STATEMENT of the Affairs of "The Otago Gold Mining Company, Registered," for the half-year ended 30th June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "The Otago Gold Mining Company, Registered."

When formed, and date of registration: 17th August, 1869; 4th October, 1869.

Where business is conducted, and name of Legal Manager: Blue Spur, Tuapeka, Otago; James Campbell.

Nominal capital: £4,800.

Amount of paid-up scrip given to shareholders: £4,800.

Number of shares into which capital is divided: 8.

Number of shares taken: 8.

Amount of calls made: None.

Total amount of subscribed capital paid up: £4,800.

Number of shareholders at time of registration of Company: 8.

Amount of cash in hand: £60.

Whether in operation or not: In operation.

Total amount of dividends declared: None.

Number of shares unallotted: None.

10th June, 1871.

JAMES CAMPBELL,
Manager.

699

STATEMENT of the Affairs of "The Scandinavian Gold Mining Company, Registered," for the half-year ended 7th June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "The Scandinavian Gold Mining Company."

When formed, and date of registration: 24th May, 1867.

Where business is conducted, and name of Legal Manager: Ross, Westland; John Gow, Manager.

Nominal capital: £11,250.

Amount of paid-up scrip given to shareholders: Nil.

Number of shares in which capital is divided: 1,125.

Number of shares taken: 1,050.

Amount of calls made: £7,800.

Total amount of subscribed capital paid up: £7,535 14s. 4d.

Number of shareholders at time of registration of Company: 22.

Amount of cash in hand: £12 10s.

Whether in operation or not: Not at present.

Total amount of dividends declared: £600.

Number of shares unallotted: 75.

22nd June, 1871.

701

JOHN GOW,
Manager.

STATEMENT of the Affairs of "The Greenstone and Eastern Hohonu Water Race and Gold Mining Company, Registered," for the half-year ended 30th June, 1871, in accordance with section 13 of "The Mining Companies Limited Liability Act Amendment Act, 1869."

Name of Company: "The Greenstone and Eastern Hohonu Water Race and Gold Mining Company."

When formed, and date of registration: 31st December, 1869.

Where business is conducted, and name of Legal Manager: Hokitika; William Evans.

Nominal capital: £5,000.

Amount of paid-up scrip given to shareholders: £300.

Number of shares in which capital is divided: 100.

Number of shares taken: 100.

Amount of calls made: £1,600.

Total amount of subscribed capital paid up: £1,900.

Number of shareholders at time of registration of Company: 14.

Amount of cash in hand: 19s. 2d.

Whether in operation or not: In operation.

Total amount of dividends declared: Nil.

Number of shares unallotted: Nil.

24th June, 1871.

702

WILLIAM EVANS,
Manager.

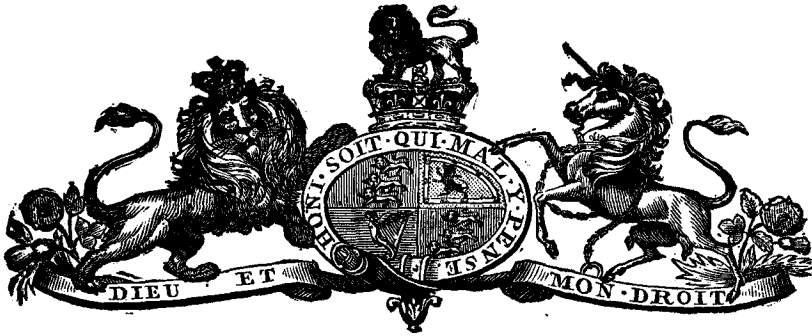
DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given, that the Partnership between the undersigned Alexander deWolfe Cunnabell, Robert Alexander Rickards, and Walter Pound Abram, trading together as Farmers in the District of Wanganui, was this day dissolved by mutual consent.

Witness our hands, this seventeenth day of June, 1871.

A. D. CUNNABELL,
R. A. RICKARDS,
W. P. ABRAM.

Witness—G. W. Campbell, Farmer, Brunswick Station. 695



THE
NEW ZEALAND GAZETTE.

Published by Authority.

WELLINGTON, FRIDAY, JULY 7, 1871.

General Post Office, Wellington, 6th July, 1871.

THE following Memorandum of Agreement, made between the Government of New Zealand and Messrs. Webb and Holladay for the conveyance of Mails between New Zealand and San Francisco, is published for general information.

F. D. BELL
(for Postmaster-General).

MEMORANDUM OF AGREEMENT made this seventh day of March, one thousand eight hundred and seventy-one, at New York, in the United States of America, between the Honorable JULIUS VOGEL, the Postmaster-General of New Zealand, and a Member of the Executive Council of the Colony, acting on behalf of the Government of New Zealand, and hereinafter called the Postmaster-General, for himself as such Postmaster-General and for his successors in office, of the one part, and WILLIAM H. WEBB, Esquire, of New York, in the United States of America, Shipowner, and BEN HOLLADAY, Esquire, of New York, in the United States of America, hereinafter called the Contractors, for themselves, their heirs, executors, administrators, and assigns, of the other part, WITNESSETH that each of the parties doth severally contract, promise, and agree with and to the other parties respectively in manner following, that is to say:—

1. The Contractors shall and will establish a line of mail steam vessels to be called "The United States, New Zealand, and Australia Mail Steamship Line," to run between the Port of San Francisco and New Zealand, to commence at San Francisco on the eighth day of April, in the year one thousand eight hundred and seventy-one, and to be continued for the term of ten years: Provided that it shall be lawful for the Postmaster-General to determine this contract at the end of three years if the General Assembly of New Zealand shall refuse to ratify the same for a longer time, and notice of such refusal shall have been given in writing to the Contractors, or left with their agent in Wellington, hereby authorized to receive the same, within six calendar months after the first steam vessel under this contract shall arrive at Wellington.

2. The Government of New Zealand shall and will use their best endeavours to obtain from the General Assembly a ratification of this contract for the full period of ten years.

3. The steam vessels to be employed under this contract shall be the "Nevada," the "Nebraska," the "Dacotah," the "Moses Taylor," and such other vessel or vessels, including the "Santiago de Cuba," as may be required for carrying out the contract, and as shall be approved of by the Postmaster-General: Provided that the "Moses Taylor" shall be used only in cases of emergency, no other of the said vessels being available, and that the "Santiago de Cuba" shall be used only if a vessel in addition to the "Nevada," the "Nebraska," and the "Dacotah" shall be required for the performance of the contract services, in which case, but not otherwise, the Postmaster-General agrees to accept the said vessel for a period of twenty-four months and no more, on condition that she shall be thoroughly repaired in every particular to the satisfaction of Mr. Robert Mackie, Lloyd's Agent at the Port of New York; and if any of the said vessels shall be lost or become unserviceable, another vessel or vessels, to be approved of in writing by the Postmaster-General, shall be substituted.

4. It shall be lawful for the Contractors to substitute other vessels for those named, provided that such substitution shall be previously assented to in writing by the Postmaster-General.

5. The steam vessels to be from time to time employed in the performance of this contract shall be always fitted out, furnished and provided with every requisite for rendering them constantly efficient for the service in every particular, as first-class mail and passenger steam vessels.

6. One of the vessels to be employed under this contract shall leave San Francisco once in every twenty-eight days, and shall proceed thence to Port Chalmers, by way of and calling at Auckland, Wellington, and Lyttelton, in New Zealand; and one of the said vessels shall leave Port Chalmers once in every twenty-eight days, and shall proceed to San Francisco, by way of and calling at Lyttelton, Wellington, and Auckland.

7. In passing Hawke's Bay the vessels shall, weather permitting, call off Napier to deliver and receive mails to and from that place, the said mails to be delivered and received by a steam launch to be provided by the Postmaster-General.

8. The said steam vessels may call at two intermediate places, and no more, between Auckland and San Francisco, and between San Francisco and Auckland, and such two places may be at any of the Hawaiian, Society or Navigator Islands, as the Contractors may think fit and appoint; and such ports, after being appointed, may be altered from time to time by the Contractors, and other ports in other Islands substituted, with the consent of the Postmaster-General, but not otherwise.

9. The time (including a period not exceeding forty-eight hours for coaling at the Sandwich Islands, and all other stoppages) allowed for the voyage between San Francisco and Auckland, and Auckland and San Francisco, shall not exceed six hundred hours; and the Contractors shall use all possible diligence and despatch to depart from Auckland, and thereafter to perform the voyage between Auckland and Port Chalmers within one hundred and ten hours, including stoppages, and shall forfeit the sum of two pounds per hour for every hour's unnecessary delay.

10. The Contractors shall once in every twenty-eight days run a steamer in connection with the aforesaid steamers, between Auckland and Sydney, in the Colony of New South Wales, and between Sydney and Auckland; and if required so to do by the Postmaster-General, the Contractors shall, or at their own option they may, run the said steamer from Sydney to Melbourne, in the Colony of Victoria, and from Melbourne to Sydney and Auckland; but the Postmaster-General shall not require the said steamer to be run from Sydney to Melbourne, unless the Victorian Government agree to pay a subsidy of thirty thousand pounds per annum, which sum shall be equally divided between the Government of New Zealand and the Contractors.

11. The vessel to be employed between Auckland and Sydney, or between Auckland, Sydney, and Melbourne, as the case may be, as provided in the preceding clause, shall be in all respects equal in character to the vessels employed between San Francisco and Port Chalmers, and not less than one thousand tons register, British measurement, and shall be approved of by the Postmaster-General; and the whole time, including stoppages allowed for the voyage each way between San Francisco and Sydney shall not exceed seven hundred and forty-four hours.

12. For the service hereinbefore described, inclusive of the service between Auckland and Sydney, or between Auckland, Sydney, and Melbourne, as the case may be, the Contractors shall be paid by the Government of New Zealand at the rate of fifty thousand pounds for thirteen complete services to and from Port Chalmers and San Francisco, and to and from Auckland and Sydney, or Auckland, Sydney, and Melbourne, as the case may be; and all mails which the Postmaster-General shall require to be carried by the Contractors during the continuance of the contract shall be carried free of cost.

13. If during the first six months after the date fixed for the commencement of the contract service, the Contractors are unable to run the vessel from Auckland to Sydney, or from Auckland to Sydney and Melbourne, as hereinbefore provided in clauses 10 and 11, the payment to be made to the Contractors by the Government of New Zealand during that period shall be at the rate of forty thousand pounds for thirteen complete services, and not at the rate of fifty thousand pounds as hereinbefore provided; and the Contractors agree to start the said steamer not later than six months after the commencement of the contract service.

14. During the first thirteen complete services between San Francisco and New Zealand, each way, the Contractors may cause the vessel arriving at Auckland from San Francisco to be run from Auckland to Sydney, or from Auckland to Sydney and Melbourne: Provided that they have at Auckland one of the contract vessels mentioned in clause 3 to proceed to Wellington, Lyttelton, and Port Chalmers; and provided further, that such vessel shall, on the next succeeding voyage, proceed from Port Chalmers to San Francisco by way of and calling at Lyttelton, Wellington, and Auckland.

15. After the completion of the first thirteen services between San Francisco and New Zealand, each way, the Contractors may at their option, twice during each twelve months, run the vessel arriving at Auckland from San Francisco to Sydney, or to Sydney and to Melbourne, in the same way as is provided by the preceding clause; but save and except as is provided by the preceding clause, and by this clause, the vessel arriving at Auckland from San Francisco shall proceed to Port Chalmers, and from Port Chalmers to San Francisco, as is provided by clause 6.

16. It shall be lawful for the Postmaster-General, but not for the Contractors, to make any arrangements he may think fit with any of the Australian Governments, and with the Government of New Caledonia; and all sums payable under such arrangements shall be equally divided between the Government of New Zealand and the Contractors: Provided that no such arrangements shall be held to compel the Contractors without their consent to perform any service not provided for by this agreement.

17. The Contractors shall not, nor shall any person or persons with their consent or concurrence, run any steam vessel to New Caledonia, or the Fiji Islands, or to any of the Australian Colonies, except from a port in New Zealand; and no mails whatever shall be carried on board any such steam vessel or branch steam vessel running from New Zealand, except with the consent of the Postmaster-General in writing first obtained.

18. The days and hours of departure for the vessels employed under this contract shall be those specified in a table to be furnished by the Postmaster-General: Provided that the Postmaster-General may from time to time alter such days and hours on giving reasonable notice to the Contractors of the required alteration, provided that no such alteration shall render necessary the employment of an additional steam vessel, except as is herein provided; and the altered days and hours shall be observed and kept as if the same had been provided for in this contract, and the contractors shall pay the sum of two pounds per hour for every hour's delay in the departure of any vessel after the specified time.

19. The Postmaster-General shall pay to the Contractors the sum of two pounds per hour for every hour that any mail shall be ready for delivery in the Port of Auckland or San Francisco less than the contract time; and the Contractors shall pay to the Postmaster-General the sum of two pounds per hour for every hour that shall be required for delivery of any mail in Auckland or San Francisco in excess of the contract time; but if good cause for any such excess be shown to the Postmaster-General, the payment in respect thereof may be remitted at his discretion.

20. In respect to the steamer to be run from Auckland to Sydney, it shall be lawful for the Postmaster-General to declare that in addition to the provision made in the preceding clause for the Ports of Auckland and San Francisco, a similar provision shall apply to the delivery of mails in the Ports of Sydney and San Francisco; and in such case, this contract shall be read as though there had been inserted herein an additional clause, in the same words as the preceding clause, substituting throughout the word "Sydney" for Auckland.

21. All sums payable to the Contractors by way of subsidy shall be paid by monthly instalments, immediately prior to the departure of each steam vessel on her return voyage from Auckland to San Francisco, to an Agent to be appointed by the Contractors to receive the same; and if default shall be made in the payment of any such instalment at the appointed time, the Contractor shall be entitled to receive as liquidated damages the sum of one hundred pounds, and an additional sum of one hundred pounds for every month during which such instalment shall remain unpaid.

22. All payments of premiums for the delivery of mails in less than the contract time, and of sums by way of penalty for delay in the delivery of mails, as for other breaches of this contract, shall be adjusted every twelve months, and the balance paid accordingly: Provided that all sums so payable to the Government of New Zealand may be deducted from any sum due to the Contractors by way of subsidy.

23. No mails whatever to or from any of the Colonies of Australia, or to or from New Caledonia, except as hereinbefore provided, shall be received on board or carried in any of the steam vessels employed under this contract without the written consent of the Postmaster-General; and for every breach of this stipulation with the consent or connivance of the Contractors, they shall forfeit the sum of five hundred pounds as liquidated damages, to be deducted from any sums then due or to become due by way of subsidy under this contract.

24. In pursuance of the Postal Convention existing between the United States Government and the Colonial Government of New Zealand, and in order to insure reasonable contributions from the Australian Colonies and New Caledonia for mail services to be performed for them, neither the Postmaster-General nor the Contractors, without the joint consent of both parties, shall or will transmit or permit to be transmitted, and will use their best endeavours to prevent the transmission of all mails to or from any of the Australian Colonies, or to or from New Caledonia, unless such Colony or New Caledonia respectively shall enter into arrangements with the Postmaster-General, as provided by clause 15; and in case of any wilful breach of this stipulation, the party breaking the same shall forfeit and pay to the other the sum of five hundred pounds as liquidated damages.

25. The Contractors shall abide by and conform to any regulations that may be made jointly by the United States Post Office authorities and the Postmaster-General for the prevention of colonies not contributing to the subsidies payable from participating indirectly in the advantages of the mail service established under this contract.

26. The term "all mails," throughout this Contract, shall be taken to mean all letters, newspapers, books, printed papers, and other things usually transmitted by post, and the boxes, bags, and packages, in which the same are enclosed, and also all empty boxes, bags, and packages, and other stores and articles used in carrying on the Post Office service, which shall be sent to or from any Post Office; and no letters, newspapers, or printed papers other than books, shall be knowingly carried in any form or manner other than as mails, without the consent of the Postmaster-General; but this shall not apply to letters from the Contractors to their agents: and for every breach of this stipulation the Contractors shall pay the sum of one hundred pounds, which may be deducted from any sum then or thereafter payable to them.

27. The Contractors shall provide, to the satisfaction of the Postmaster-General, on board all steam vessels employed under this Contract, proper, safe, and convenient places of deposit for the mails, with locks, keys, and secure fastenings.

28. The Contractors shall also provide, to the satisfaction of the Postmaster-General, all necessary and suitable accommodation, including lights, for the purpose of sorting and making up the mails on board the several steam vessels employed under this Contract; and on being required to do so by the Postmaster-General, shall or will, at their own cost, erect or set apart on each of the said vessels, a separate and convenient room for such purposes. The master or commander of each of the said vessels shall also, if required, provide assistance for conveying the mail between the mail room and the sorting room.

29. If the Postmaster-General shall think fit to intrust the charge and custody of the mails to the master or commander of any vessel to be employed under this Contract, and in all cases where the officer or other person appointed to have charge of the mails shall be absent to the knowledge of the master or commander of such vessel, such master or commander shall, without any charge other than that herein provided to be paid to the Contractors, take due care of, and the Contractors shall be responsible for the receipt, safe custody, and delivery of, the said mails.

30. The Contractors shall at their own expense deliver and take all mails to and from the Post Office in San Francisco, and the Postmaster-General shall cause all mails in New Zealand and Sydney to be delivered at or taken from the ship's side, and such delivery shall be taken within two hours after arrival at the appointed place of delivery.

31. The Contractors, and all commanding and other officers in charge of the vessels employed under this Contract, 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 mails, subject to the special provisions herein contained, and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

32. The Contractors shall have no claim to any postage, nor to any payment on account thereof, for mails carried under this contract, except as herein provided.

33. The Contractors shall provide suitable first-class accommodation for a mail officer or agent and one assistant on board each of the vessels employed under this contract, who shall be at liberty to use such accommodation as may be required for the performance of their duties; and such officer or agent and assistant shall be victualled by the Contractors, as chief cabin passengers, without charge either for their passages or victualling.

34. Every such mail officer or agent and assistant shall be recognized and treated by the Contractors, their officers and agents, as the agent of the Postmaster-General in charge of mails, and as having full authority in all cases to require a due and strict performance of this contract: Provided that no such agent, officer, or assistant shall have power to control or interfere with any commander or officer in the performance of his duty, and every such agent, officer, and assistant shall be subject to all general orders issued by the master or commander for the good order, health, and comfort of the passengers and crew, and the safety of the vessel.

35. If the Postmaster-General, or his officers or agents, shall at any time deem it requisite for the public service that any vessel should be detained beyond the appointed time of departure, it shall be lawful for the Postmaster-General, his officers or agents, to order such delay—not exceeding forty-eight hours at San Francisco, and not exceeding twenty-four hours at one port in New Zealand, and not exceeding twenty-four hours in Australia—by letter addressed to and delivered to the commander of the vessel, or the person acting as such, or left for him on board the vessel, four hours at least before the hour appointed for departure; and in order to ensure the due carrying of the mail from San Francisco, the Contractors without any such notice shall delay any vessel (if necessary) forty-eight hours, to await the arrival of the mail there from New York, and in every such case the number of hours during which such vessel shall be so detained shall be added to the contract time.

36. The Contractors shall have power to assign this contract to a Company intended to be established by them, for the purpose of taking over and carrying out the same; but this Contract, or any part thereof, shall not be otherwise assigned, underlet, or disposed of by the Contractors, or by the Company to whom the same may be assigned, without the consent in writing of the Postmaster-General first obtained for such purpose.

37. In case this contract is assigned, underlet, or disposed of, otherwise than in accordance with the provision hereinbefore contained, or in case of any wilfully gross or habitual breach of the same or any part thereof, or of any covenant, matter, or thing herein contained, committed by or on behalf of the Contractors, their agents or servants, and whether there be or be not any penalty or sum of money payable by the Contractors for any such 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 in New Zealand, to determine this contract on giving three months' previous notice of his intention to do so to the Contractors, or their agents, and the Contractors shall not be entitled to any compensation in respect of such determination: Provided that on the Postmaster-General giving notice that he proposes to determine the contract, he shall offer to the Contractors the alternative of an arbitration upon the whole ground of complaint, one arbitrator to be chosen by each party, the arbitrators to choose an umpire, if necessary, and their award to be binding upon both parties.

38. During the continuance of this contract, and so long as the same shall be faithfully carried out by the Contractors, no charge for pilotage, lighthouse dues, harbour dues, or other dues, taxes, or imposts, shall be made at any port in New Zealand for any of the steam vessels employed in carrying out this contract; and the Government of New Zealand will use their best endeavours to obtain for the Contractors similar exemptions at the Port of Sydney, and, if necessary, at the Port of Melbourne and at New Caledonia.

39. If the Contractors shall refuse or wilfully neglect to commence the mail service provided by this contract, or, having commenced the same, shall refuse or wilfully neglect to carry on the same, they shall be liable to pay to the Postmaster-General, on behalf of the Government of New Zealand, the sum of twenty-five thousand pounds as liquidated damages.

40. The Contractors shall use their best endeavours to procure the mails carried under this contract to be taken to and from San Francisco and New York free from charge, under the Postal Convention between Great Britain and the United States; and so long as the freedom of charge shall not exist, the Postmaster-General shall deduct from the payments to be made to the Contractors, a sum at the rate of one thousand pounds per annum.

41. In order to encourage trade between the United States and the Australasian Colonies, the Contractors will use their best endeavours to obtain from the United States Government a concession that *Phormium tenax* fibre, the produce of New Zealand, and wool, the produce of New Zealand, and of any other of the colonies that may make arrangements with the Postmaster-General for the carriage of mails under this contract between San Francisco and Australia, shall be admitted duty free into the United States.

42. It shall be lawful for the Postmaster-General, by writing under his hand, at any time and from time to time to delegate any of the powers vested in him by virtue of this contract to such person or persons as he may think fit.

43. The Contractors may carry mails and mail matter between the United States and the Hawaiian Islands, or between those Islands and New Zealand, on such terms as they may see fit, and may receive such payment by way of postage or subsidy as may be agreed to be paid therefor, and for this special service the Contractors alone shall receive pay. But no mails shall be carried under this contract between the said Islands and New Zealand, which do not originate in, or whose final destination shall not be, in said Islands.

44. The Contractors shall enter into a bond to the Postmaster-General, with two sufficient sureties to be approved of by him, in the penal sum of twenty-five thousand pounds, conditioned for the faithful performance of this contract.

45. It is hereby understood and agreed that wherever the word "pounds" is used in this agreement, pounds sterling, lawful money of the United Kingdom of Great Britain and Ireland, are meant.

46. This agreement is entered into by and is to bind the said William H. Webb and Ben Holladay, jointly and severally, both as co-contractors and as individuals.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

(L.S.)
(L.S.)
(L.S.)

JULIUS VOGEL,
W. H. WEBB,
BEN HOLLADAY
(by W. H. WEBB, Attorney).

Sealed and delivered in the presence of—

[The words "United States," on the 23rd line of the 1st page, "may," on the 30th line of the 3rd page, being written on erasure, and the words "shall be" on the 19th line, and "knowingly" on the 21st line of the 10th page, and the words "upon the whole ground of complaint" on the 26th line of the 14th page being, interlined before execution.]

(L.S.)
(L.S.)
(L.S.)

F. F. MARBURY, Junr.,
W. GRAY,
J. B. M. STEWART.

United States of America. }
State of New York. }
City and County of New York. }

On this seventh day of March, in the year one thousand eight hundred and seventy-one, before me, Francis F. Marbury, junr., a Public Notary in and for the State of New York, duly commissioned and sworn, dwelling in the City of New York, personally came Julius Vogel and William H. Webb, to me personally known, and known to me to be the same persons described in and who executed the annexed agreement, and severally acknowledged to me that they executed the same: And at the same time the said William H. Webb acknowledged that he executed the said instrument also as the Attorney in fact of Ben Holladay, and executed the same as and for the act and deed of Ben Holladay therein described, for the purposes therein mentioned, under and by virtue of a Power of Attorney, duly executed and acknowledged by the said Ben Holladay, to him the said William H. Webb, bearing date the tenth day of February, in the year one thousand eight hundred and seventy-one.

Witness my hand and seal of office, at the City of New York aforesaid, the day and year last above written.

(L.S.)

F. F. MARBURY, Jr.,
Notary Public, N.Y.

Her Britannic Majesty's Consulate, New York.

I, EDWARD MORTIMER ARCHIBALD, Esq., Companion of the Most Honorable Order of the Bath, Her Britannic Majesty's Consul,

DO HEREBY CERTIFY that F. F. Marbury, junior, Esquire, whose true signature and seal are respectively subscribed and affixed to the certificate hereunto annexed, was, on the day of the date thereof, a Notary Public in and for the State of New York, duly commissioned and sworn, to whose official acts faith and credit are due.

In witness whereof I do hereunto set my hand and seal of office, at the City of New York, this seventh day of March, in the year of our Lord, one thousand eight hundred and seventy-one.

By the Consul.

(L.S.)

PIERREPONT EDWARDS,
Vice-Consul.

I HEREBY ratify and confirm the execution of the foregoing instrument as and for my act and deed.

Witness my hand and seal, this seventh day of March, 1871.

(L.S.)

BEN HOLLADAY,
Per pro G. K. OTIS, Attorney.

Sealed and delivered in the presence of
(L.S.) F. F. MARBURY, jr.

United States of America. }
State of New York. }
City and County of New York. }

On this seventh day of March, in the year one thousand eight hundred and seventy-one, before me, Francis F. Marbury, junior, a Public Notary in and for the State of New York, duly commissioned and sworn, dwelling in the City of New York, personally came George K. Otis, the attorney in fact of Ben Holladay, known to me to be the individual described in, and who as such attorney executed the annexed instrument of ratification and confirmation, and acknowledged to me that he executed the same as and for the act and deed of Ben Holladay as aforesaid, for the purpose therein mentioned, under and by virtue of a certain Letter of Attorney, executed and acknowledged by him the said Ben

Holladay to him the said George K. Otis, and bearing date the twenty-second day of February, in the year one thousand eight hundred and seventy-one.

Witness my hand and seal of office, at the City of New York aforesaid, the day and year last above written.

(L.S.)

F. F. MARBURY, Jr.,
Notary Public, N.Y.

KNOW ALL MEN by these presents, that we, WILLIAM H. WEBB and BEN HOLLADAY, of the City, County, and State of New York, in the United States of America, are held and firmly bound unto the Honorable JULIUS VOGEL, Postmaster-General of New Zealand, acting on behalf of the Government of New Zealand as such Postmaster-General, in the sum of twenty-five thousand pounds sterling, lawful money of the United Kingdom of Great Britain and Ireland, as liquidated damages, and not by way of penalty or otherwise, to be paid to the said the Honorable Julius Vogel, Postmaster-General, as aforesaid, or to his successor or successors in office, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this seventh day of March, in the year one thousand eight hundred, and seventy-one.

The condition of the above obligation is such, that if William H. Webb and Ben Holladay, of the City of New York, or either of them, their or either of their respective heirs, executors, administrators, or authorized assigns, shall well and truly keep and perform a certain contract in writing, bearing even date herewith, made and entered into by and between the said the Honorable Julius Vogel, Postmaster-General, as aforesaid, of the one part, and them the said William H. Webb and Ben Holladay of the other part, for the carrying of the Mails and for a Steam Service between San Francisco, New Zealand, and Australia, according to the true intent and meaning thereof, as by reference to said contract in writing may more fully appear, then the above obligation to be null and void and of no effect, and the obligors to be fully discharged therefrom. But if the said William H. Webb or the said Ben Holladay, or their representatives as aforesaid, or their said assigns, shall fail to keep and perform the said contract according to the true intent and meaning thereof, then the above-bounden William H. Webb and Ben Holladay, their heirs, executors, or administrators, shall pay or cause to be paid to the said the Honorable Julius Vogel, Postmaster-General, as aforesaid, or to his successor or successors in office for the time being, the above-mentioned sum of twenty-five thousand pounds sterling, as aforesaid, liquidated damages, and this obligation to remain in full force and effect.

(L.S.)

W. H. WEBB,

(L.S.)

BEN HOLLADAY

(by W. H. Webb, Attorney).

Sealed and delivered in the presence of

(L.S.) F. F. MARBURY, Jun.,
(L.S.) W. GRAY,
(L.S.) J. B. M. STEWART.

United States of America, }
State of New York, }
City and County of New York. }

ON this seventh day of March, in the year one thousand eight hundred and seventy-one, before me, Francis F. Marbury, junior, a Public Notary in and for the State of New York, duly commissioned and sworn, dwelling in the City of New York, personally came William H. Webb, to me personally known to be the same person described in and who executed the foregoing Bond, and acknowledged that he executed the same. And at the same time, the said William H. Webb, as Attorney in fact of Ben Holladay, described in the said Bond, acknowledged that he executed the same as such Attorney as and for the act and deed of the said Ben Holladay, under and by virtue of a certain Letter of Attorney, bearing date the tenth day of February, one thousand eight hundred and seventy-one.

Witness my hand and seal of office, the day and year last above written, at the City of New York aforesaid.

(L.S.)

F. F. MARBURY, Junior,
Notary Public, N.Y.

Her Britannic Majesty's Consulate, New York.

I, EDWARD MORTIMER ARCHIBALD, Esq., Companion of the Most Honorable Order of the Bath, Her Britannic Majesty's Consul,

DO HEREBY CERTIFY that F. F. Marbury, junior, Esquire, whose true signature and seal are respectively subscribed and affixed to the certificate hereunto annexed, was, on the day of the date thereof, a Notary Public in and for the State of New York, duly commissioned and sworn, to whose official acts faith and credit are due.

In witness whereof I do hereunto set my hand and seal of office, at the City of New York, this seventh day of March, in the year of our Lord one thousand eight hundred and seventy-one.

(L.S.)

By the Consul.
PIERREPONT EDWARDS,
Vice-Consul.

I HEREBY ratify and confirm the execution of the within instrument as and for my act and deed.
Witness my hand and seal this seventh day of March, one thousand eight hundred and seventy-one.

(L.S.)

BEN HOLLADAY,
Per pro G. K. OTIS, Attorney.

Sealed and delivered in the presence of
(L.S.) F. F. MARBURY, Jr.

United States of America. }
State of New York. }
City and County of New York. }

ON this seventh day of March, in the year one thousand eight hundred and seventy-one, before me, Francis F. Marbury, junior, a Public Notary in and for the State of New York, duly commissioned and sworn, dwelling in the City of New York, personally came George K. Otis, the Attorney in fact of Ben Holladay, known to me to be the individual described in, and who as such Attorney executed, the annexed instrument of ratification and confirmation, and acknowledged to me that he executed the same as and for the act and deed of Ben Holladay as aforesaid, for the purposes therein mentioned, under and by virtue of a certain Letter of Attorney executed and acknowledged by him, the said Ben Holladay, to him, the said George K. Otis, and bearing date the twenty-second day of February, in the year one thousand eight hundred and seventy-one.

Witness my hand and seal of office, at the City of New York aforesaid, the day and year last above written.

(L.S.)

F. F. MARBURY, Jr.,
Notary Public, N.Y.

