



THE  
**NEW ZEALAND GAZETTE.**

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WELLINGTON, FRIDAY, JULY 7, 1871.

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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.) JULIUS VOGEL,  
 (L.S.) W. H. WEBB,  
 (L.S.) 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.) F. F. MARBURY, Junr.,  
 (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, 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. MARRURY, 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.)  
(L.S.)

W. H. WEBB,  
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.

