



SUPPLEMENT
TO THE
NEW ZEALAND GAZETTE
OF THURSDAY, OCTOBER 24, 1878.

Published by Authority.

WELLINGTON, SATURDAY, OCTOBER 26, 1878.

13th November next to be a Bank Holiday in Auckland District.

(L.S.) NORMANBY, Governor.
A PROCLAMATION.

IN pursuance and exercise of all powers and authorities enabling me in that behalf, I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, do hereby proclaim and declare that, by Order in Council made under the provisions of "The Bank Holidays Act, 1873," and dated the twenty-second day of this current month of October, I have appointed Wednesday, the thirteenth day of November next, to be observed throughout the Provincial District of Auckland, as a bank holiday under and for the purposes of the above-mentioned Act.

Given under the hand of His Excellency the Most Honorable George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby, and Baron Mulgrave of Mulgrave, all in the County of York, in the Peerage of the United Kingdom; and Baron Mulgrave of New Ross, in the County of Wexford, in the Peerage of Ireland; a Member of Her Majesty's Most Honorable Privy Council; 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 the Government House, at Wellington, this twenty-second day of October, in the year of our Lord one thousand eight hundred and seventy-eight.

G. S. WHITMORE.

GOD SAVE THE QUEEN!

Declaring "Regulation of Local Elections Act, 1876," in force within the Waitaki Road Board District.

(L.S.) NORMANBY, Governor.
A PROCLAMATION.

BY virtue of the power vested in me by the third section of "The Regulation of Local Elections Act, 1876," I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, do hereby proclaim and declare that the said Act shall come into force, in respect of all the elective offices of the Waitaki Road Board, within the district known as the Waitaki Road Board District.

Given under the hand of His Excellency the Most Honorable George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby, and Baron Mulgrave of Mulgrave, all in the County of York, in the Peerage of the United Kingdom; and Baron Mulgrave of New Ross, in the County of Wexford, in the Peerage of Ireland; a Member of Her Majesty's Most Honorable Privy Council; 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 the Government House, at Wellington, this twenty-third day of October, in the year of our Lord one thousand eight hundred and seventy-eight.

G. S. WHITMORE.

GOD SAVE THE QUEEN!

Division of Borough of City of Christchurch into Wards, under "The Municipal Corporations Act, 1876."

(L.S.) NORMANBY, Governor.
A PROCLAMATION.

WHEREAS by "The Municipal Corporations Act, 1876," section twenty-one, it is enacted that, if not less than one-fourth of the burgesses of a borough petition the Governor, praying him to divide such borough into wards, the Governor may, by Proclamation, divide such borough into not less than three nor more than six wards, and shall in such Proclamation assign such names and boundaries to each ward as he thinks fit: And whereas not less than one-fourth of the burgesses of the Borough of the City of Christchurch have petitioned me to divide such borough into wards:

Now, therefore, I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, in pursuance and exercise of the hereinbefore recited authority, do hereby proclaim and declare that the Borough of the City of Christchurch shall be and the same is hereby divided into four wards, having the names mentioned in the first column of the Schedule hereto; and that the boundaries of such wards shall be those set forth in the second column of the said Schedule opposite the name of each ward respectively.

SCHEDULE.

Name of Ward.	Boundaries of Ward.
North-west Ward...	That portion of the City of Christchurch bounded towards the North by Rural Sections Nos. 46, 206, 257, and part of 243; towards the East by the middle of Colombo Street to the middle of Hereford Street; towards the South by the middle of Hereford Street to the west side of Antigua Street; and on the West by the Government Domain and the River Avon.
North-east Ward ...	That portion of the City of Christchurch bounded towards the North by Rural Sections Nos. 243, 13, 263, 286, and 287; towards the East by Rural Section No. 33, the River Avon, Rural Section No. 26, to the middle of Hereford Street; towards the South by the middle of Hereford Street; and towards the West by the North-west Ward before described.
South-west Ward ...	That portion of the City of Christchurch bounded towards the North by the North-west Ward before described; towards the East by the middle of Colombo Street; towards the South by Rural Sections Nos. 79, 17, 66, and 72; towards the North-west by the Lower Lincoln Road; and towards the West by the west side of Antigua Street.
South-east Ward ...	That portion of the City of Christchurch not included in the before-described Wards.

Given under the hand of His Excellency the Most Honorable George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby, and Baron Mulgrave of Mulgrave, all in the County of York, in the Peerage of the United Kingdom; and Baron Mulgrave of New Ross, in the County of Wexford, in the Peerage of Ireland; a Member of Her Majesty's Most Honorable Privy Council; 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 the Government House, at Wellington, this twenty-third day of October, in the year of our Lord one thousand eight hundred and seventy-eight.

G. S. WHITMORE.

GOD SAVE THE QUEEN!

11th November next to be a Bank Holiday in Hawke's Bay and Marlborough Districts.

(L.S.) NORMANBY, Governor.
A PROCLAMATION.

IN pursuance and exercise of all powers and authorities enabling me in that behalf, I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, do hereby proclaim and declare that, by Order in Council made under the provisions of "The Bank Holidays Act, 1873," and dated the twenty-fifth day of this current month of October, I have appointed Monday, the eleventh day of November next, to be observed throughout the Provincial Districts of Hawke's Bay and Marlborough, as a bank holiday under and for the purposes of the above-mentioned Act.

Given under the hand of His Excellency the Most Honorable George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby, and Baron Mulgrave of Mulgrave, all in the County of York, in the Peerage of the United Kingdom; and Baron Mulgrave of New Ross, in the County of Wexford, in the Peerage of Ireland; a Member of Her Majesty's Most Honorable Privy Council; 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 the Government House, at Wellington, this twenty-fifth day of October, in the year of our Lord one thousand eight hundred and seventy-eight.

G. S. WHITMORE.

GOD SAVE THE QUEEN!

Vesting Wharf at Pigeon Bay in the Pigeon Bay Road Board.

NORMANBY, Governor.
ORDER IN COUNCIL.

At the Government House, at Wellington, this twenty-fifth day of October, 1878.

Present:

HIS EXCELLENCY THE GOVERNOR IN COUNCIL.

WHEREAS by "The Marine Act 1867 Amendment Act, 1877," it is, among other things, enacted that the Governor in Council may vest the management of any wharves the property of Her Majesty in any local body, upon such terms and conditions as the Governor in Council thinks fit, and may fix the scale of dues to be paid for the use thereof, and for the storage of goods, and charges to be paid for taking into and delivering the same from warehouses or buildings attached to or connected with such wharves:

Now, therefore, I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, by and with the advice and consent

of the Executive Council of the colony, and in exercise of the powers and authorities vested in me by the said Act, do hereby vest the management of the wharf at Pigeon Bay, in the County of Akaroa, in the Pigeon Bay Road Board, subject to the conditions set forth in the First Schedule hereto: And with the like advice and consent I do hereby fix the following scale of dues, set forth in the Second Schedule hereto, for the use of the said wharf: Provided always that the aforesaid conditions and dues, and other the rights and privileges hereby conferred, may from time to time be altered, revoked, or modified by the Governor in Council.

FIRST SCHEDULE.

1. That all Her Majesty's subjects shall, at all reasonable times, and upon payment of the proper dues, have free and full liberty to use the above-mentioned wharf, and of ingress and egress thereon.
2. That Her Majesty or the Governor, and all officers of the Marine Department or Customs acting in the execution of their duty, shall at all times have free ingress, passage, and egress into, through, and out of the wharf without payment.
3. That the said Road Board shall maintain and keep the above-mentioned wharf and all erections thereon in good order and repair, and shall at all times permit to be erected and exhibited therefrom any lights for the guidance of vessels, and shall maintain at its own cost any such lights: Provided that no new light shall be exhibited until after it has been approved of by the Marine Department.
4. That any person authorized by the Minister having charge of the Marine Department, or any officer acting with his approval, may, at all reasonable times, enter upon the said wharf, and any buildings erected thereon, and view the state of repair thereof, and may leave at the last-known office of the Board a notice in writing of any defect, requiring the Board, within a reasonable time to be therein prescribed, to repair the same.
5. That the Board will not erect or suffer to be erected on the said wharf any building or structure whatever, except with the consent of the Marine Department.
6. That nothing herein contained shall authorize the Board to do or cause to be done anything repugnant to or inconsistent with any law relating to the Customs, or any regulation of the Commissioner of Customs.
7. That the rights, powers, and privileges conferred by this Order in Council shall continue in force for fourteen years, computed from the date of this Order in Council, unless in the meantime altered, modified, or revoked.
8. That the rights, powers, and privileges conferred under or by virtue of this Order in Council may be at any time resumed by the Governor, on giving to the said Road Board six calendar months' notice in writing; any such notice shall be sufficient if given by the Governor or the Minister having charge of the Marine Department, or any person acting under his or their instructions, and delivered at the last-known office of the said Board, their successors or assigns. No compensation or allowance shall be payable in such case.

SECOND SCHEDULE.

<i>Wharfage.</i> — Scale of dues, inwards and outwards:—	s.	d.
Single parcels, under 100 lb.	0	1
Sawn timber, per 100 feet superficial	0	2
Firewood, per cord	1	0
Posts and rails, per 100	1	0
Palings, per 100	0	2
Shingles, per 1,000	0	3
Cheese, per ton	1	6

	s.	d.
Wool, per bale	0	6
Grain and grass seed, per sack	0	2
Root crop, per ton	1	6
Horses and great cattle	1	0
Sheep and pigs	0	1
All other goods, per ton, weight or measurement	1	8

Provided that nothing herein contained shall charge with wharfage dues—

1. Any ship of, or in the service of, Her Majesty, her heirs and successors, or any stores or goods required for the use of Her Majesty's Naval and Military Forces.
2. Any ship in the service of the Government of this or any other British colony.
3. Vessels employed in fishing, sealing, or oyster dredging, and not conveying goods for hire.
4. Any steamship carrying mails under any contract made with the Postmaster-General, in cases where it is provided by the terms of such contract that such steamship shall be exempt therefrom.
5. Any person in the service of Her Majesty, or the Government of the colony, travelling on public service, or his baggage.
6. Any ship or goods under seizure by officers of revenue.
7. Goods of, or for the service of, Her Majesty in the colony.
8. Any of Her Majesty's Military Forces, or of the Militia or Volunteer Forces, or any constable or peace officers while on duty.

FORSTER GORING,
Clerk of the Executive Council.

Presiding Officer appointed for the Railway District, Waimea Plains Railway.

NORMANBY, Governor.

IN pursuance and exercise of the powers and authorities vested in me by the regulations made under "The District Railways Act, 1877," by warrant dated the eleventh day of July, one thousand eight hundred and seventy-eight, published in the *Gazette* No. 68, I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, do hereby appoint

JOHN MACARTHUR,

of Invercargill, Esquire, to be Presiding Officer of the Railway District within which the Waimea Plains Railway Company (Limited) propose to construct a railway under the said Act, and to constitute a Railway District.

As witness the hand of His Excellency the Governor, this twenty-third day of October, one thousand eight hundred and seventy-eight.

J. MACANDREW.

Revising Officer appointed for the Railway District, Waimea Plains Railway.

NORMANBY, Governor.

IN pursuance and exercise of the powers and authorities vested in me by the regulations made under "The District Railways Act, 1877," by warrant dated the eleventh day of July, one thousand eight hundred and seventy-eight, published in the *Gazette* No. 68, I, George Augustus Constantine, Governor of the Colony of New Zealand, do hereby appoint

HENRY HERMON SIMON,

of Invercargill, Esquire, to be Revising Officer for the Railway District within which the Waimea Plains

Railway Company (Limited) propose to construct a railway under the said Act, and to constitute a Railway District.

As witness the hand of His Excellency the Governor, this twenty-third day of October, one thousand eight hundred and seventy-eight.

J. MACANDREW.

Warrant ordering and directing Times, Places, Manner, and Form Votes are to be taken in the Railway District, Waimea Plains Railway.

NORMANBY, Governor.

WHEREAS by "The District Railways Act, 1877," it is, amongst other things, enacted that the Governor may from time to time, by warrant duly gazetted, order and direct at what times, places, and in what manner and form the ratepayers and owners of property shall vote within a proposed railway district: And whereas the Waimea Plains Railway Company (Limited) propose to construct within the Provincial District of Otago a railway under the said Act, and it is necessary to order and direct the times and places, and the manner and form of taking the votes of the ratepayers and owners in

the railway district proposed to be constituted by the said Company:

Now know ye that I, George Augustus Constantine, Marquis of Normanby, the Governor of New Zealand, in pursuance of the power and authority in me vested by the said Act, do hereby order and direct that, on the twenty-eighth day of November next, the votes of the ratepayers and owners of property within the railway district proposed by the said Company shall be taken at the several places specified in the Schedule hereto, in the manner and form prescribed by the regulations set forth in a warrant dated the eleventh day of July, one thousand eight hundred and seventy-eight, and published in the *New Zealand Gazette* of the eleventh day of July, one thousand eight hundred and seventy-eight.

SCHEDULE.

Police Camp, Gore.
The Railway Station, Lumsden.
Gillander's Homestead, on Run 194, Wakaia.

As witness the hand of His Excellency the Governor, this twenty-third day of October, one thousand eight hundred and seventy-eight.

J. MACANDREW.

Judge of Assessment Courts under "The Rating Act, 1876," appointed.

NORMANBY, Governor.

I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, do hereby appoint the person named in the Schedule hereto to be the Judge of the Assessment Courts for the districts placed opposite his name.

As witness the hand of His Excellency the Governor, this twenty-third day of October, one thousand eight hundred and seventy-eight.

G. S. WHITMORE.

SCHEDULE.

Districts.	Judge of Assessment Courts.
PROVINCIAL DISTRICT OF OTAGO.	
Knapdale Road District	Henry McCulloch, Esq., R.M.
Otarara Road District	Henry McCulloch, Esq., R.M.

Articles of Agreement between McMeckan, Blackwood, and Co., and the Postmaster-General.

ARTICLES of Agreement made this second day of October, in the year of our Lord one thousand eight hundred and seventy-eight, between James McMeckan and John Hutchison Blackwood, both of Melbourne, in the Colony of Victoria, carrying on business in copartnership as Shipowners under the style or firm of "McMeckan, Blackwood, and Company" (hereinafter styled "the Contractors"), of the one part, and the Honorable James Temple Fisher, the Postmaster-General of the Colony of New Zealand, on behalf of the Government of New Zealand, in pursuance of the provisions of "The New Zealand Post Office Act, 1858," of the other part, WITNESS that, for the considerations hereinafter mentioned, the said Contractors, for themselves, their heirs, executors, administrators, and assigns, covenant with the said Postmaster-General and his successors in office, hereinafter styled "the Postmaster-General":—

1. That at all times during the continuance of this agreement, or so long as the service hereby agreed to be performed between Melbourne and Wellington ought to be performed in pursuance thereof, the Contractors will, for the purpose of conveying, as hereinafter provided, all Her Majesty's Mails, which shall at any time, and from time to time, by the Postmaster-General, or any of his officers or agents, be required to be conveyed, provide and keep seaworthy, and in complete repair, for such conveyance, once each way every four weeks between Melbourne and Wellington, a sufficient number of good, substantial, and efficient steam vessels for the said service.

The term "Mails," used in this agreement, shall mean and include all letters, boxes, bags, or packets of letters, newspapers, books, or printed papers, sent by the post, to whatever country or place they may be addressed, or in whatever country or place they may have originated; and all empty bags and other stores, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the Post Office.

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

3. The steam vessels to be employed under this agreement, when carrying mails from Melbourne, shall proceed thence by way of and calling at Bluff Harbour, Port Chalmers, and Lyttelton, in New Zealand; and when carrying mails from Wellington to Melbourne, shall proceed thence by way of and calling at Lyttelton, Port Chalmers, and Bluff Harbour aforesaid. At each of the ports named in this clause the said steam vessels shall land and receive mails, whether on the trip from Melbourne to Wellington, or from Wellington to Melbourne, and such service shall be included in and be deemed to be part of the service herein agreed to be performed.

4. One of the said steam vessels shall, within a reasonable time after the arrival of the European Mail at Hobson's Bay in each month, leave that port for Wellington aforesaid, proceeding thereto by the route specified in clause 3; and shall deliver the said mails in New Zealand within the following times from the arrival of the European Mails in Hobson's Bay, that is to say,—

At Bluff Harbour	...	...	...	168 hours, or 7 days.
„ Port Chalmers	...	...	...	192 hours, or 8 days.
„ Lyttelton	...	...	...	228 hours, or 9½ days.
„ Wellington	...	...	...	252 hours, or 10½ days.

Provided that, if the said European Mail shall arrive in Hobson's Bay more than forty-eight hours before its due date, then a proportionate time shall be added to the number of hours fixed for the delivery of the mails at Wellington.

5. One of the said steam vessels shall, in the event of the European Mail not arriving in Hobson's Bay at its due date, await the arrival of such mail for a period of forty-eight hours without extra remuneration, but not longer. In the event of the European steamer not arriving on the expiration of the above period, the Contractors shall despatch the said European Mail by first opportunity after its arrival in Hobson's Bay by some other steam vessel, without extra payment; and such last-mentioned steam vessel shall not be bound to proceed by the route mentioned in the last clause.

6. One of the said steamships shall leave Wellington once every four weeks, at the dates specified in a Time Table to be furnished by the Postmaster-General: Provided that the Postmaster-General may from time to time alter the dates specified in such Time Table, on giving reasonable notice to the Contractors of the required alteration; and the altered dates shall be observed and kept as if the same had been specified herein.

7. The steam vessel from Wellington to Melbourne shall be despatched from Wellington not less than 264 hours (eleven days) before the date fixed for the departure of the mail to Europe from Melbourne; and the said mail shall be delivered on board the European Mail steamer as hereinafter provided, within 156 hours (six and a half days) after leaving Bluff Harbour. For the purposes of this agreement, each day shall be reckoned as a day of twenty-four hours.

8. The said steam vessels shall, without any further or extra charge, convey the said mails to and from the Ports of Nelson, Westport, Greymouth, and Hokitika, and shall deliver and receive at the ship's side such mails at the said Ports of Hokitika and Greymouth, but only at the Ports of Greymouth and Hokitika if the weather shall permit; and in any case the said steam vessels shall not be bound to remain at the said ports for the purpose of landing or receiving mails as aforesaid.

9. All mails for New Zealand by the European Mail ships *via* Melbourne, and from New Zealand for transmission by the European Mail ships *via* Melbourne, shall be respectively taken from and delivered on board the European Mail ships in Hobson's Bay, at Melbourne, by and at the expense of the Contractors, in boats seaworthy and suitable for the purpose, furnished with effective covering for the mails, and properly provided, manned, and equipped by the Contractors, to the satisfaction of the Postmaster-General or his Agent.

10. A chief-cabin passage to and from Hobson's Bay and back, free of cost either for passage or victualling, shall be provided by the Contractors on all occasions when required by the Postmaster-General for an Agent of the New Zealand Post Office; and also a safe and proper place of deposit for the mails.

11. The Contractors, and all commanders and other officers of the vessel employed in the performance of this agreement, and all agents, seamen, and servants of the Contractors, shall at all times punctually attend to the orders and directions of the Postmaster-General, his officers or agents, as to the mode, time, and place of landing, delivering, and receiving of mails.

12. The Contractors shall not, nor shall any of the masters, officers, seamen, or other servants of the Contractors, on any of the vessels employed or to be employed under this agreement, receive, or permit to be received, on board any of the vessels employed under this agreement, any letters for conveyance other than those duly in charge of the said Mail Agent, or other person authorized to have charge of the said mails in accordance herewith, or which are or may be privileged by law; and in case of any such default in the provision of this clause, the Contractors shall be liable to be proceeded against for a breach of this agreement.

13. The sum of one hundred pounds shall be paid by the Contractors to the Postmaster-General if on any occasion either of the said steamships shall not deliver the European Mails in New Zealand within the time specified in clause 4 of this agreement, and an additional sum of four pounds per hour after the first twenty-four hours shall be in a like manner paid for every delay in delivering the mails after the expiration of such first period of twenty-four hours.

14. If the Contractors shall fail in any period of four weeks herein provided for to deliver the homeward mails to the European Mail steamship at Hobson's Bay before her departure from that port with her homeward mails, the Contractors shall pay to the Postmaster-General the sum of one hundred pounds in addition to any other penalties which they may become liable to under these presents.

15. If there be no Post Office Agent on board, the masters of the said steamships shall, without charge to the Government, take care of, and the Contractors shall be responsible for, the receipt, safe custody, and delivery of the mails, according to the terms of this contract.

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

17. During the continuance of this agreement, and so long as it shall be faithfully carried out by the Contractors, no charge for pilotage, lighthouse dues, or harbour dues, shall be made at any port in New Zealand for any of the steam vessels employed in carrying out this contract.

18. All sums of money hereinbefore stipulated to be forfeited or paid by the Contractors, shall be considered as stipulated or ascertained damages, and may at the option of the Postmaster-General be deducted and retained out of any money payable to the Contractors under this contract, or judgment for the amount, as upon a debt due by or from the Contractors to Her Majesty, together with full costs of suit, may be entered up thereon in the Supreme Court of New Zealand.

19. For the faithful performance of all the covenants, stipulations, and agreements hereinbefore contained, the Contractors bind themselves respectively, and their respective heirs, executors, and administrators, in the sum of one thousand pounds (£1,000) sterling, to be paid to our Sovereign Lady the Queen, her heirs and successors, by way of stipulated or ascertained damages, in manner following: that is to say, the sum of one thousand pounds (£1,000) in case of wilful failure or default on the part of the Contractors in the due performance of this contract, or any part thereof, in respect of each or either of the said Mail Services hereby contracted for—that is to say, the service from Wellington to Melbourne, and the service from Melbourne to Wellington, in the manner herein provided.

20. And in consideration of the due and faithful performance by the said Contractors of all the services hereby contracted to be performed by them, the said Postmaster-General, on behalf of the Government of New Zealand, hereby covenants with the said Contractors, their executors and administrators, to pay to them for the said services at the rate of three hundred and eighty-four pounds twelve shillings and fourpence (£384 12s. 4d.) for the complete double service from Melbourne to Wellington, and from Wellington again to Melbourne, at the Treasury in Wellington, in accordance with the terms of this agreement. Such payments shall be made to the Agent of the Contractors in Wellington on the first day of each calendar month, until other arrangements for such payments shall be made by the Contractors, of which due notice shall be given to the Postmaster-General.

21. All notices or directions which the Postmaster-General, his officers, agents, or others, are hereby authorized to give to the Contractors, their officers, or agents, may at the option of the Postmaster-General, his officers, agents, or others, either be delivered to the masters of any of the said vessels, or other officer or agent of the Contractors in the charge or management of any vessel employed in the performance of this agreement, or left for the Contractors at their usual or last known office or house of business in Melbourne: and any notices or directions so given or left shall be binding on the Contractors.

22. It is lastly agreed by and between the said parties hereto that this contract shall be deemed to have commenced with bringing the English Mails for New Zealand due at Hobson's Bay on the 17th September, 1878, and (unless this contract shall be determined under the powers herein contained) shall continue in force until the delivery at Hobson's Bay of the last of the outgoing mails for England which shall be despatched from New Zealand in the month of January, 1880, and so as that such last-mentioned service shall complete a total of eighteen services in accordance with this agreement.

In witness whereof the said Postmaster-General and James McMeckan and John Hutchison Blackwood have hereunto set their hands and seals, the day, month, and year first above written.

Signed, sealed, and delivered by James Temple Fisher, Postmaster-General of the Colony of New Zealand, in the presence of—

W. GRAY,
Secretary, General Post Office.

J. T. FISHER.

Signed, sealed, and delivered by James McMeckan and John Hutchison Blackwood in the presence of—

J. T. OGDEN.

JAMES McMECKAN.
(by his Attorney
J. H. Blackwood).
J. H. BLACKWOOD.