

*Colonial Secretary's Office,
Auckland, 29th September, 1846.*

HIS Excellency the Governor has been pleased to direct the publication of an Agreement which has been completed between Her Majesty's Government and the Pacific Steam Navigation Company, for the Conveyance of Her Majesty's Mails, by the Vessels of that Company, between certain of the principal Ports in the South Pacific Ocean.

By His Excellency's Command,
ANDREW SINCLAIR,
Colonial Secretary.

ARTICLES of Agreement made this 29th day of August in the year of our Lord 1846 between the "Pacific Steam Navigation Company" of the one part and the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland (for and on behalf of Her Majesty) of the other part. Witness that the said Company in consideration of the payment hereinafter stipulated to be made do for themselves and their successors hereby agree with the said Commissioners that they the said Company shall and will during the continuance of this Contract provide maintain and keep sea-worthy and in complete repair and readiness for the purpose of conveying as hereinafter provided Her Majesty's Mails (which term of Her Majesty's Mails is intended and understood by the parties hereto to mean such of Her Majesty's Mails and all Despatches and Bags of Letters as shall at any time and from time to time by the said Commissioners or Her Majesty's Post-master General or any of the Officers or Agents of the said Commissioners or Post Master General be required to be conveyed and whether such Mails Despatches and Bags of Letters be intended for any of the Ports or places mentioned in this Contract or any other intermediate Ports or places) a sufficient number not less than four of good substantial and efficient Steam Vessels to be employed between Panama and Callao and Callao and Valparaiso in South America and such other intermediate Ports only as shall be approved of or directed by the said Commissioners each and every of such Vessels to be always supplied with first rate appropriate Steam Engines of not less than 150 collective horse power and that all the said Vessels shall be also always supplied and furnished with all necessary and proper machinery engines apparel furniture stores tackle boats fuel oil tallow provisions fresh water anchors cables fire pumps and other proper means for extinguishing Fire and whatsoever else may be requisite and necessary for equipping the said Vessels and rendering them constantly efficient for the service hereby contracted to be performed and also manned and provided with competent Officers and Engineers and a sufficient crew of Able Seamen and other men and to be in all respects as to Vessels Engines Equipments Engineers Officers and Crew subject in the first instance and from time to

time and at all times afterwards to the approval of the said Commissioners and of such other persons as shall at any time or from time to time have authority under the said Commissioners to inspect and examine the same

That the said Company shall and will during the continuance of this Contract in every case diligently faithfully and to the satisfaction of the said Commissioners and with all due speed convey Her Majesty's Mails on board the said Vessels respectively as hereinafter mentioned

That one of such Vessels so approved of and equipped and manned as aforesaid shall within 24 hours after the Mails from England have been put on board once in every Calendar Month put to sea from Panama and proceed to Callao where the said Vessel is to arrive under ordinary circumstances (and after calling at the intermediate Ports) within 300 hours after the time of departure from Panama but should the Mails from England not have arrived at Panama at the time appointed or hereafter to be appointed for their arrival the said Vessel is to remain there 120 hours from the time so appointed before proceeding to sea

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 444 hours from the time of the departure of the said Vessel from Panama put to sea from Callao and proceed to Valparaiso where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 300 hours after the time of departure from Callao

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 800 hours from the time arranged for the departure of the said Vessel from Panama once in every Calendar Month put to sea from Valparaiso and proceed to Callao where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 276 hours after the time of departure from Valparaiso

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 1100 hours from the time arranged for the departure of the said Vessel from Panama once in every Calendar Month put to sea from Callao and proceed to Panama where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 276 hours after the time of departure from Callao

That should it be deemed by the said Commissioners or by any of their authorised Agents requisite for the Public service that any Vessel employed under this Contract should delay her departure from any of the places herein mentioned beyond the periods hereinbefore agreed upon the said Commissioners or the Naval Commander-in-Chief for the time being in the Pacific shall have power and be at liberty to order such delay not however exceeding 24 hours by letter addressed to the Master