

Panama Mail Service Act 1865

Public Act 1865 No 6
Date of assent 26 September 1865

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An Act to amend “The Panama Mail Service Act 1864.”

Preamble.

Whereas by Articles of Agreement dated the twenty-eighth day of May one thousand eight hundred and fifty-eight and made between Zachariah Charles Pearson and James Coleman 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 a contract was entered into between the said Zachariah Charles Pearson and James Coleman and Her Majesty's Government for the carriage of the New Zealand and Australian mails And whereas by a deed poll dated the eleventh day of October one thousand eight hundred and fifty-eight the said Commissioners did in pursuance of the power in that behalf in the said articles contained delegate during their will and pleasure to the Governor of New Zealand for the time being or to the officer acting as such all and every the powers authorities and privileges given or reserved to them by the said articles And whereas by an Indenture dated the twenty-seventh day of October one thousand eight hundred and fifty-eight and made between the said Zachariah Charles Pearson and James Coleman of the one part and the Intercolonial Royal Mail Steam Company (Limited) of the other part the said Zachariah Charles Pearson and James Coleman did with the consent of the said Commissioners previously signified in writing under the hand of one of their Secretaries assign to the said Intercolonial Royal Mail Company the said articles and all the right title interest benefit claim and demand whatsoever of them the said Zachariah Charles Pearson and James Coleman or either of them thereunder And whereas by an Act of the Imperial Parliament passed in the twenty-third year of the reign of Her present Majesty all the interests rights powers and authorities of the said Commissioners under any contracts entered into with them for the conveyance of mails by sea were transferred to and vested in the Postmaster-General of the said United Kingdom for the time being as if he had been contracted with and named in all such contracts And whereas the said Intercolonial Royal Mail Company now called "The Panama New Zealand and Australian Royal Mail Company (limited)" lately agreed with Crosbie Ward Esquire who purported as Postmaster-General of the Colony of New Zealand to enter into such contract under and by virtue of the powers and provisions of "The New Zealand Post Office Act 1858" and instructions to him for that purpose given by the Governor of New Zealand for the performance of the services in the said contract expressed and for the extension as therein mentioned of the contract made by the said articles of the twenty-eighth day of May one thousand eight hundred and fifty-eight and the terms of the said contract so made by the said Crosbie Ward were expressed in a written instrument of contract which was duly executed by the parties on or about the seventeenth day of December one thousand eight hundred and sixty- three And whereas by "The Panama Mail Service Act 1864" it was enacted that the Governor of the Colony of New Zealand with the advice of the Executive Council might and he was thereby empowered by Order in Council to confirm subject to the modifications thereby authorized to be made the contract of the seventeenth day of December one thousand eight hundred and sixty- three and that the same subject to such modifications being so confirmed should be valid and effectual to all intents and purposes and should have the same force and effect and

should bind the Government of the Colony as fully as if it had been made under an Act of the General Assembly And further that the Governor in Council might agree with the said Company to vary all or any of the terms stipulations or conditions of the said contract in such manner as he might think for the good of the public service and as should be agreed to by the said Company subject to the provisions in the said Act mentioned And whereas under and by virtue of the powers in the said recited Act in that behalf conferred on him the Governor has agreed with the said Company to vary certain of the terms stipulations and conditions of the said contract of the seventeenth day of December one thousand eight hundred and sixty-three And whereas by a memorandum of agreement in writing bearing date the tenth day of February one thousand eight hundred and sixty-five and signed by John Larkins Cheese Richardson Esquire Postmaster-General of the Colony of New Zealand aforesaid and John Vine Hall Esquire as acting for the said Company it was agreed between the Government of New Zealand and the said John Vine Hall as agent for the said Company that a contract should be forthwith entered into for the performance upon the terms therein mentioned or referred to of the postal service therein mentioned being the service (subject to certain modifications alterations and extensions) mentioned and agreed upon in the said contract of the seventeenth day of December one thousand eight hundred and sixty-three And whereas by a certain letter or memorandum in writing dated the tenth day of March one thousand eight hundred and sixty-five and signed by Isaac Earl Featherston the agent for that purpose duly authorized of the Government of New Zealand and by a certain other letter or memorandum in writing dated the twenty-second day of April one thousand eight hundred and sixty-five and signed by the Honorable Charles Cowper the Colonial Secretary of the Colony of New South Wales it was agreed between the said Isaac Earl Featherston as such agent as aforesaid and the said Charles Cowper on behalf of the Government of New South Wales that the said postal service should be extended for the benefit of the said Colony of New South Wales upon the terms in the said letters or memoranda respectively mentioned or referred to

Be it enacted by the General Assembly of New Zealand in Parliament assembled and by the authority of the same as follows—

I Short Title.

The Short Title of this Act shall be “The Panama Mail Service Act Amendment Act 1865.”

II Modifications as agreed upon between the Company and the New Zealand Government to be valid.

Indemnity to the New Zealand Government.

All and singular the modifications alterations and extensions of the said contract of the seventeenth day of December one thousand eight hundred and sixty-three made or agreed to be made as aforesaid shall be valid and effectual to all intents and purposes and shall be deemed and taken to have been made

under and to have been duly authorized by “The Panama Mail Service Act 1864” and all officers of the Government of the said Colony and others who may have been concerned or engaged in the making of any of the said contracts or agreements or in the making of the modifications alterations or extensions of the said contracts and agreements shall be and they are hereby respectively freed indemnified and discharged of from and against all actions suits prosecutions claims or demands which they or any of them respectively may be or but for the passing of this Act might become subject or liable to for or on account of any act matter or thing by them or any of them respectively done in the course of negotiation for or making of such contracts agreements modifications alterations or extensions as aforesaid.

III Governor empowered to carry into effect the agreement with the Company of 17th December 1863 as modified by agreement of 10th February 1865.

The Governor with the advice and consent of the Executive Council may and he is hereby empowered on behalf of the Government of New Zealand to execute and carry into effect such contract with the said Company or their agent for the modification and extension of the said contract of the said seventeenth day of December one thousand eight hundred and sixty-three as by the said memorandum of agreement of the tenth day of February one thousand eight hundred and sixty-five is agreed to be made.

IV Governor empowered to agree with the Company for further modifications and extensions.

The Governor in Council may and he is hereby empowered from time to time to make with the said Company such agreements for the further modification of the said contract and for the extension to all or any of the Australasian Colonies and to such ports in the said Colonies or any of them as to the Governor in Council may seem expedient of such or similar postal services as in the said contract of the seventeenth day of December one thousand eight hundred and sixty-three mentioned and for that purpose or otherwise for the purpose of carrying out and giving effect to the objects and provisions of this Act to alter and re-arrange or to agree to any alterations and rearrangements of any time-tables for arrival or departure at or from any port or ports place or places of the steam vessels to be employed under the said contract or under any modification or extension thereof and further to agree with the said Company for such additional subsidies to be paid in respect of any extensions as aforesaid and generally from time to time to alter modify and extend any contract for the time being subsisting with the said Company in respect of such service in the said contract mentioned or any extension alteration or modification thereof and also from time to time to make such new and other contracts with the said Company as to the Governor in Council may seem expedient for the continuation or establishment of a postal service or several services between

Panama and New Zealand with extensions to the other Australasian Colonies or any of them Provided always—

1. That the amount of money to be expended and taken from the revenue of the Colony of New Zealand in any one year for the purposes of the said contract and of every alteration modification and extension thereof shall in no case exceed the sum of sixty-three thousand pounds after deduction and allowance made for all subsidies contributions of subsidy or allowances received from or properly debited to any of the respective Governments of the Australasian Colonies the Imperial Government of Great Britain and Ireland or any Foreign or Colonial Government and after deduction and allowance made of all sums received on account of postal or other revenue properly applicable in diminution of the annual cost of the said service.
2. That there shall in every such agreement be provided for and at all times be maintained a postal service for the conveyance of mails at least once in each calendar month each way between Panama and New Zealand which said conveyance shall be performed within the period of twenty-seven days each way.
3. That every contract or agreement made and entered into under and by virtue of the powers in this Act contained shall be made terminable within a period not exceeding seven years from the date of the passing of this Act.

V Governor empowered to confirm agreement with the New South Wales Government.

The Governor in Council may and he is hereby empowered to confirm the said agreement made between the said Isaac Earl Featherston and the said Charles Cowper and also to enter into all such other and additional agreements as may be necessary for the purpose of extending to New South Wales the postal service between Panama and New Zealand and for the purpose of admitting the Colony of New South Wales to a full and equal participation in all the benefits and advantages acquired by or reserved to the Colony of New Zealand under and by virtue of the said contract so entered into or under any contract or contracts which may hereafter be entered into with the said Company upon such terms and conditions as may be hereafter agreed upon between the respective Governments of the said Colonies or otherwise for the purpose of admitting the said Colony of New South Wales to share in the benefits and advantages of the said contract and of the services to be performed thereunder upon such terms as to the Governor in Council may seem fit.

VI Governor may agree with Australasian and other Governments for extension of service.

The Governor in Council may and he is hereby empowered to agree with the Governments of all or any of the other Australasian Colonies respectively and

with the Imperial Government of Great Britain and Ireland and with any Foreign Government for the purpose of admitting such Governments respectively or any of them to share in the benefits and advantages of the said contract and of the services thereunder to be performed upon such terms and conditions as to the Governor in Council may seem fit.

VII Governor may agree with other Governments as to apportionment of postal duties.

The Governor in Council may and he is hereby empowered to make such agreements with the Imperial Government of Great Britain and Ireland and with any Foreign or Colonial Government for the retention distribution or apportionment of the postages of letters postal or other revenue or duties to be received or paid for or on account of the said contract and the services to be performed thereunder as to the Governor in Council may seem fit.

VIII No contract to be made during the continuance of the present agreement with the Colony of New South Wales without consent of that Colony.

Provided nevertheless that so long as the said Colony of New South Wales shall be admitted to participate in the said contract under and by virtue of the said agreement in that behalf made between the said Isaac Earl Featherston and Charles Cowper or under and by virtue of any contract hereafter to be made in pursuance of the said last-mentioned agreement then and during such period no future contract shall be entered into with the said Company for such services as by the said recited contract and agreement of the seventeenth day of December one thousand eight hundred and sixty-three and the tenth day of February one thousand eight hundred and sixty-five respectively were agreed upon or any of them or for any modification alteration or extension of such services without the consent of the Government for the time being of New South Wales testified by writing under the hand of the proper officer of such Government to such agreements or to such modification alteration or extension first had and obtained and no contract agreement or arrangement with the Imperial Government aforesaid or with any Foreign or Colonial Government in anywise affecting such services as aforesaid shall be made or entered into without such consent as aforesaid first had and obtained.

IX Treasurer to pay moneys under any contract authorized by this Act.

The Colonial Treasurer is hereby authorized to pay out of the revenue of the Colony all moneys from time to time payable by virtue of any contract authorized to be made by this Act and he shall be allowed credit for all such payments in his accounts.