

5. That the Company shall, in consideration of the subsidy herein agreed to be paid, and whilst that subsidy is payable, allow a rebate on Government messages, hereinafter defined, exchanged between England and Port Darwin, reducing their own proportion of the charge to the extent of 50 per cent. upon the present rate; and on Press messages exchanged between England and Port Darwin, as hereinafter defined, will reduce their own proportion of the charge to the extent of 75 per cent. upon the present rate: Provided that such reduction shall not be extended to any colony other than such as may contribute towards the subsidy.

6. That the Company shall complete and open for communication the second cables above mentioned between Singapore and Port Darwin and Singapore and Penang within eight months from the date of the signing of the contract: Provided always that the Company shall not be held liable for any loss or damage which the colonies may sustain in consequence of delay in completing the said cables, in the event of such delay being caused by war, inevitable accident, or other contingency over which the Company can have no control.

7. That, in the event of the Company completing and having the duplicate cable above mentioned open for communication within the period herein contracted for, the subsidy payable by the Government shall commence and accrue four months after the signing of the contract; but the Company shall not be entitled to any payment under this clause until the said cables shall have been actually completed and are open for communication as above stated.

8. That the said subsidy shall be payable quarterly in London to the Company in sterling money, free of all deductions.

9. That, in the event of any total interruption in the communication between Port Darwin and Singapore, the subsidy shall cease *pro rata* for the period of such interruption: Provided that, if the interruption be caused by reason of war or any such-like cause, the subsidy shall continue, but the Company shall be bound to restore such communication at the request and cost of the Governments.

10. The Company shall at all times hereafter give priority in transmission through the said cable to all Government messages; being such as are exchanged between Her Majesty's Principal Secretary of State for the Colonies or the various Agents-General on the one hand, and the Governors or Chief Secretaries of the various colonial Governments on the other, on matters relating to the administration of the Governments.

11. Press messages must be addressed to registered newspapers only, and shall be for *bond fide* publication in full. They must be in English, in plain language, and intelligible; no cypher, code, groups of figures or letters, or words of concealed meaning to be used.

12. The Company shall not, during the currency of this agreement, increase its own proportion of the charges for messages exchanged between Port Darwin and London beyond the rates provided for herein—namely: For governmental messages, per word, 2s. 10d.; for Press messages, per word, 1s. 5d.; for all other messages, per word, 5s. 8d.

13. That the Governments shall have the right, during the currency of the subsidy aforesaid, to purchase the Company's cable, lines, and other property between Singapore and Port Darwin, on equitable terms, to be fixed, in case of difference, by arbitration; twelve months' previous notice to be given to the Company of the intention to exercise this right: Provided always that the right shall not be exercisable till the Company shall for five years have paid a dividend equal to 10 per cent. per annum, or shall for that period have passed 10 per cent. per annum to its Reserve or other accumulated Fund.—J. F. BURNS, New South Wales (witness to signature—S. H. Lambton); GRAHAM BERRY, Victoria (witness to signature—W. H. Odgers); T. G. GLOVER, Eastern Extension Australasia and China Telegraph Company (witness to signature—T. BAWDEN.)

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No. 14.

The POSTMASTER-GENERAL, Sydney, to the POSTMASTER-GENERAL, Wellington. Sydney, 29th May, 1879.

COMPANY has asked what colonies contribute to subsidy for duplication cable, in order that reduced rates upon Government and Press messages may be charged. Do not find your assent in papers after first negotiation fell through. Please intimate your assent, in order that arrangements may be carried out.—SAUL SAMUEL, Postmaster-General.

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No. 15.

The POSTMASTER-GENERAL, Wellington, to the POSTMASTER-GENERAL, Sydney. Wellington, 31st May, 1879.

NEW ZEALAND joins in scheme for duplication as finally proposed, as per printed memorandum of agreement dated 4th December, 1878, of course subject to consent of Parliament, which meets early in July. A sum sufficient to meet New Zealand's proportion of subsidy will be placed on estimates.—J. T. FISHER.

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No. 16.

The COLONIAL SECRETARY, Wellington, to the AGENT-GENERAL, London.

Colonial Secretary's Office, Wellington, 3rd June, 1879.

SIR,—I have the honor to request you to be good enough to inform the Board of Directors of the Eastern Extension Australasian and China Telegraph Company that this colony has signified its intention of joining in the scheme for duplication of the cable.

I enclose copies of telegrams from and to the New South Wales Government on the subject.—I have, &c., G. S. WHITMORE.

The Agent-General for New Zealand, London.

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No. 17.

The SUPERINTENDENT, Cable Company, Sydney, to the GENERAL MANAGER of TELEGRAPHS, New Zealand. 6th November, 1879.

OUR Board ask if your Government willing dispense with "Agnes," repairing steamer, in terms agree.