

be performed, would provide and keep seaworthy and in complete repair and readiness for the purpose of conveying, on and from the 20th day of December, 1873, and until certain articles of agreement bearing even date with and made between the same parties as the said articles of agreement now in recital, and in the said articles of agreement now in recital referred to as "the permanent contract," should come into operation, all Her Majesty's mails which, and all other mails of whatever country or place which, the Postmasters-General or either of them should at any time and from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the Ports of Honolulu, in the Sandwich Islands, and Kandavau, in the Fiji Islands, and according to the routes, within the respective times, and in manner thereafter provided, a sufficient number of and not less than four good, substantial, and efficient screw steam vessels of the first class, and fully equal to class 100 A1, Lloyd's register. And by the said articles of agreement now in recital the Postmaster-General of the Colony of New South Wales and the Postmaster-General of the Colony of New Zealand did and each of them did for and on behalf of himself respectively as such Postmaster-General and his successors respectively and the Government of the colony for which he was then respectively the Postmaster-General, covenant with the Contractors, their executors, and administrators (among other things) that payment at the rate therein mentioned should be made to the Contractors by the Postmaster-General for the time being of the Colony of New South Wales for the conveyance of each mail from San Francisco to Sydney and *vice versa*, and by the Postmaster-General for the time being of the Colony of New Zealand for the conveyance of each mail from San Francisco to New Zealand and *vice versa*; and the Contractors did further covenant that if they should fail to commence the performance of the services by the said articles of agreement now in recital contracted to be by them performed according to the provisions thereof, or, having commenced the same, should refuse or wilfully neglect to carry on the same according to the true intent and meaning of the said articles of agreement, they should forfeit and pay to the Postmaster-General for the time being of the Colony of New South Wales and the Postmaster-General for the time being of the Colony of New Zealand the sum of £25,000, to be equally divided between the Postmasters-General, as and by way of liquidated damages, and not by way of penalty, and that the Contractors, with two sureties, to be approved by the Postmasters-General, would jointly and severally enter into a bond in the penal sum of £25,000 conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors in the said articles of agreement now in recital contained, according to a draft then already agreed upon. And whereas by a certain bond or obligation, dated the 27th day of March, 1873, and sealed with the respective seals of the said Hayden Hezekiah Hall, Paul Siemen Forbes, Edward Münster de Bussche, and Edward Cunningham, the said Hayden Hezekiah Hall, Paul Siemen Forbes, Edward Münster de Bussche, and Edward Cunningham acknowledged themselves to be jointly and severally held and firmly bound to the said Saul Samuel, the Postmaster-General of the said Colony of New South Wales, as such Postmaster-General, and acting for and on behalf of the Government of such colony, and to the said Sir Julius Vogel, the Postmaster-General of the Colony of New Zealand, as such Postmaster-General, and acting for and on behalf of the Government of such colony, in the sum of £25,000 of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to the said Saul Samuel and Sir Julius Vogel and their successors in their respective offices of Postmaster-General of the said Colony of New South Wales and Postmaster-General of the said Colony of New Zealand, which said bond or obligation was subject to a condition thereunder written, whereby, after a recital of the said hereinbefore recited articles of agreement, it was declared that, if in case (among other cases in the said bond or obligation mentioned) the said Hayden Hezekiah Hall and Paul Siemen Forbes, while the whole or any part of the services by the said hereinbefore recited articles of agreement agreed to be performed ought to be performed, should not provide, or, in case, having provided, they should not keep seaworthy and in complete repair and readiness for the purpose of conveying, on and from the 20th day of December, 1873, and until the said permanent contract in the said articles of agreement mentioned should come into operation, all Her Majesty's mails which and all other mails which the Postmaster-General for the time being of the Colony of New South Wales and the Postmaster-General for the time being of the Colony of New Zealand, or either of them, should at any time or from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the said ports of Honolulu and Kandavau, a sufficient number of and not less than four good, substantial, and efficient screw steam vessels of the first class, and fully equal to class 100 A1, Lloyd's register, the said Hayden Hezekiah Hall, Paul Siemen Forbes, Edward Münster de Bussche, and Edward Cunningham, or some or one of them, or the executors or administrators of some or one of them, should, in the said case hereinbefore mentioned, or any other of the said cases in the said bond or obligation mentioned, pay unto the Postmasters-General for the time being of the said colonies the sum of £25,000 as and for liquidated damages, then the said bond or obligation should be void.

And whereas by certain other articles of agreement also made and entered into on the said 27th day of November, A.D. 1873, between the said Saul Samuel as Postmaster-General of and acting for and on behalf of the Government of the said Colony of New South Wales of the first part, the said Sir Julius Vogel as Postmaster-General of and acting for and on behalf of the Government of the said Colony of New Zealand of the second part, and the said Hayden Hezekiah Hall and Paul Siemen Forbes (in the said articles of agreement now in recital and hereinafter in the recital of such articles designated "the Contractors") of the third part, and sealed with the respective seals of the Contractors, the Contractors did for themselves, their heirs, executors, administrators, and assigns, and each of them did for himself, his heirs, executors, administrators, and assigns, covenant with the Postmaster-General of the Colony of New South Wales and his successors, and with the Postmaster-General of the Colony of New Zealand and his successors, and also as a separate covenant with each of the Postmasters-General and his successors, that they the Contractors, so long as the whole or any