

and Edward Cunningham upon the said firstly hereinbefore recited articles of agreement and bond or obligation, but no judgment has yet been obtained in the said action. And whereas the said Edward Münster de Bussche was, on or about the 13th day of March, 1875, duly adjudicated a bankrupt in the London Bankruptcy Court. And whereas the said Sir Julius Vogel, who at the date of the said adjudication was Postmaster-General of the said Colony of New Zealand, made proof under the said bankruptcy for two debts or sums of £25,000, being the amounts of the two hereinbefore recited bonds or obligations, as due to him as such Postmaster-General, and to the Hon. John Fitzgerald Burns, who at the date of the said adjudication was the Postmaster-General of the said Colony of New South Wales, and such proof was duly admitted. And whereas afterwards the trustees in the said bankruptcy, with the sanction of a special resolution of the creditors duly assembled at a meeting duly convened, assented to a general scheme of settlement of the affairs of the said bankrupt, which scheme was afterwards duly approved of by the Judge of the said Bankruptcy Court. And whereas according to the said scheme of settlement the sum of £7,500 was to be paid in satisfaction of the debts due by the said Edward Münster de Bussche in six instalments of £1,250 each, the first instalment to be paid to the said trustees on or before the annulment of the bankruptcy, together with the costs of the said trustees and their solicitors, and the remaining instalments at various dates, the payment thereof to be secured in the manner then agreed. And whereas the said first instalment and a portion of the said costs were paid, and the trustees accepted the promissory notes of the said Edward Münster de Bussche in satisfaction of the balance of the said costs, and the said Edward Münster de Bussche delivered to the said trustees certain promissory notes and securities, to secure the payment of the remaining instalments, and thereupon the said bankruptcy was duly annulled. And whereas the said subsequent instalments have become due, but have not been paid in full. And whereas the said trustees have declared a dividend, and the sum of £208 6s. 8d. has been paid to the Postmasters-General of the said colonies, for and on behalf of the Governments of the said colonies, as the share of the said Postmasters-General of such dividend.

And whereas the said Edward Cunningham has offered to the said Saul Samuel, as Postmaster-General of the said Colony of New South Wales, and acting for and on behalf of the Government of such colony, and to the said George McLean, as Postmaster-General of the said Colony of New Zealand, and acting for and on behalf of the Government of such colony, to pay to them, for and on behalf of the Governments of the said colonies, the sum of £10,000 of lawful money of the said United Kingdom, in consideration that they will, for and on behalf of the Governments of the said colonies, release and discharge him the said Edward Cunningham, and also the said Edward Münster de Bussche, from all liability under or in respect of the said two bonds or obligations hereinbefore recited, and the said Paul Siemen Forbes from all liability under or on account or in respect of the said bonds or obligations and the said articles of agreement hereinbefore and in the said bonds or obligations recited, and from the said action or suit hereinbefore mentioned, and assign to him the said Edward Cunningham all rights which they the said Saul Samuel and George McLean, as such Postmasters-General, have under the said scheme of settlement, subject nevertheless to his liability to make the payment hereinafter mentioned. And whereas the said Edward Cunningham hath agreed to pay, at the request of the said Saul Samuel and George McLean, as such Postmasters-General of the said colonies, to the firm of Foster and Thompson, solicitors, in New York, the sum of £200 out of the first moneys which he may receive by way of dividend under the said scheme of settlement and by virtue of these presents, in full satisfaction of their costs and charges in connection with the said offer and its acceptance. And whereas the said Saul Samuel and George McLean have, as such Postmasters-General, and for and on behalf of the Governments of the said colonies, accepted the said offer. And whereas, in pursuance of the said offer and acceptance thereof, the said Edward Cunningham has, immediately before the execution of these presents, paid to the said Saul Samuel and George McLean, for and on behalf of the Governments of the said colonies, the sum of £10,000 of lawful money of the said United Kingdom, as they do hereby acknowledge:

Now this indenture witnesseth that, in consideration of the premises, they the said Saul Samuel and George McLean do, as such Postmasters-General, and for and on behalf of the Governments of the said colonies, remise, release, and for ever quit claim unto the said Edward Cunningham, Paul Siemen Forbes, and Edward Münster de Bussche, their heirs, executors, administrators, estates, and effects respectively, the said action or suit hereinbefore mentioned, and all actions, suits, claims, and demands whatsoever which they the said Saul Samuel and George McLean, as such Postmasters-General, or any predecessors of them or either of them in the office of Postmasters-General or Postmaster-General of the said colonies or either of the said colonies, or which the Governments or Government of the said colonies or either of the said colonies now have or has or may have against the said Edward Cunningham, Paul Siemen Forbes, and Edward Münster de Bussche, or any of them, under or on account or in respect of the said articles of agreement hereinbefore recited or either of them, and of the said bonds or obligations hereinbefore recited or either of them, but without prejudice nevertheless to the rights and remedies of the Postmasters-General for the time being of the said colonies under the scheme of settlement hereinbefore mentioned. And, for the considerations aforesaid, they the said Saul Samuel and George McLean, as such Postmasters-General, and for and on behalf of the Governments of the said colonies, do hereby assign unto the said Edward Cunningham, his executors, administrators, and assigns, absolutely all rights and remedies which they the said Saul Samuel and George McLean, as such Postmasters-General, or any predecessor of them or either of them in the office of Postmasters-General or Postmaster-General of the said colonies or either of the said colonies have or has under or by virtue of the said bankruptcy or the said scheme of settlement, and all rights and claims to any share of any dividend or dividends which may at any time hereafter be paid in respect of the said bankruptcy or under the said scheme of settlement: Provided always, and it is hereby declared, that the said sum of £208 6s. 8d. so paid to the Postmasters-General of the said colonies for and on behalf of the Governments of the said colonies shall be retained by the Governments of the said colonies.

And this indenture further witnesseth that the said Edward Cunningham doth hereby, for himself,