

purpose of conveying, for a period of eight years to be computed from the fifteenth day of November, one thousand eight hundred and seventy-five, 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 shall, at any time or from time to time, require the said Pacific Mail Steamship Company 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 five good, substantial, and efficient screw steam vessels of the first class, and fully equal to class 100 A1, Lloyd's register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power for a minimum continuous speed of eleven nautical miles per hour, or in case any vessels shall be employed in the said service which shall not have been approved by the Postmasters-General or any officer or officers appointed by them for the purpose, or in case any vessel which, on any such survey as mentioned in the said articles of agreement recited in the said bond or obligation, shall have been disapproved of, or in which such deficiency or defect as in the said recited articles in the said bond or obligation mentioned shall have appeared, shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmasters-General or officer requiring the same, the said Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, or some or one of them, or the successors, executors, or administrators of some or one of them, do and shall in any or either of the said cases pay unto the Postmasters-General of the said colonies the sum of twenty-five thousand pounds as and for liquidated damages, then the said bond or obligation now in recital shall be void :

And whereas, with the assent of us the said John Frances Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, Her Majesty's and other mails have (for a portion of the said period of eight years in the said condition of the said bond or obligation mentioned) been conveyed by the said Pacific Mail Steamship Company between the said Colonies of New South Wales and New Zealand and San Francisco and between San Francisco and the said colonies by other routes and within other times and at other rates of payment than those in the said articles of agreement mentioned : And whereas negotiations have for some time past been pending between the Postmasters-General and the said Pacific Mail Steamship Company for a permanent alteration of the routes by which, the times within which, and the rates of payment at which Her Majesty's and other mails should, according to the terms of the said articles of agreement, be conveyed between the said colonies and San Francisco, and between San Francisco and the said colonies, and, to enable a temporary arrangement or temporary arrangements to the like effect to be made, the said Company have requested permission from the present Postmasters-General of the said colonies respectively to continue to convey, during the year one thousand eight hundred and seventy-eight and (but only as hereinafter mentioned) during the year one thousand eight hundred and seventy-nine, Her Majesty's and other mails between the said colonies and San Francisco, and between San Francisco and the said colonies, by routes and within times and at rates of payment other than the routes times and rates of payment in the said articles of agreement mentioned, which permission the said Postmasters-General are disposed to grant if we the said John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor will testify, by executing these presents, our assent to the variations which, during the year one thousand eight hundred and seventy-eight and (but only as hereinafter mentioned) during the year one thousand eight hundred and seventy-nine, shall or may be made in pursuance of such temporary arrangement or arrangements from the routes, times, and rates of payment in the said articles of agreement mentioned :

Now these presents witness that, notwithstanding that Her Majesty's and other mails which the Postmasters-General of the said colonies respectively or either of them may require the said Pacific Mail Steamship Company to convey between the said colonies and San Francisco and between San Francisco and the said colonies may, during the year one thousand eight hundred and seventy-eight, or during the year one thousand eight hundred and seventy-nine (but, as regards the year one thousand eight hundred and seventy-nine, in so far only as such mails shall be conveyed during the completion of any voyage or voyages commenced in the year one thousand eight hundred and seventy-eight), be conveyed by routes and within times and at rates of payment other than those in the said articles of agreement mentioned, we, the Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, still are and will continue to be jointly and severally held and firmly bound in the said sum of twenty-five thousand pounds in the said bond or obligation mentioned in the same manner in all respects as we should be if such mails had been or should continue to be conveyed according to the routes, within the times, and at the rates of payment in the said articles of agreement mentioned; and we declare that, if during the year one thousand eight hundred and seventy-eight or during the year one thousand eight hundred and seventy-nine, while the said mails shall be conveyed during the completion of any voyage or voyages commenced in the year one thousand eight hundred and seventy-eight, the mails shall be conveyed by routes other than those in the said articles of agreement mentioned, the said condition written under the said bond or obligation shall, if it be necessary so to do, be read and have the same force and effect as if, during the period when the mails shall be conveyed by such other routes, the words in the said condition "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," were not contained therein, and as if the following words "between Sydney and San Francisco, by way of Auckland, or any port in New Zealand which may from time to time be appointed by the Postmasters-General for the time being or either of them, and assented to or adopted by the said Pacific Mail Steamship Company, and between San Francisco and Sydney, by way of Auckland, or any port in New Zealand which may be so appointed and assented to or adopted as last aforesaid," were inserted in lieu thereof. And we do further declare that if the negotiations hereinafter mentioned shall be without