

WITNESS that they the contractors do, for themselves, their successors and assigns (so far as the covenants and agreements hereinafter contained are to be observed and performed by the contractors), hereby 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: And the Postmaster-General of the Colony of New South Wales and the Postmaster-General of the Colony of New Zealand do and each of them doth, for and on behalf of himself respectively as such Postmaster-General and his successors respectively, and the Government of the colony for which he is now respectively the Postmaster-General (but so far only as the covenants and agreements hereinafter contained are to be observed or performed by or are applicable to the Government of the said colonies respectively), hereby covenant with the contractors and their successors in manner following, that is to say,—

1. In the construction of these presents the following words and expressions shall mean and include (unless such meaning shall be inconsistent with the context) as follows: "Postmaster-General of the Colony of New South Wales" means the Postmaster-General for the time being of that colony; "Postmaster-General of the Colony of New Zealand" means the Postmaster-General for the time being of that colony; "Postmasters-General" means 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; "contractors" includes the successors and assigns of the contractors; "mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns, and all other articles transmissible by post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office service; "mail" means the aggregate of mails transmitted at any one time by any of the vessels for the time being employed in the mail service under this contract; and "hours" means hours calculated according to Greenwich time.

2. On and from the day when these presents and the bond hereinafter mentioned shall be respectively executed by the parties hereto and by the contractors and two sureties, the articles of agreement of the twenty-third day of July, one thousand eight hundred and seventy-five, made between the said John Fitzgerald Burns for and on behalf of the Government of the said Colony of New South Wales of the first part, the Honorable Sir Julius Vogel for and on behalf of the Government of the said Colony of New Zealand of the second part, and the contractors of the third part, the bond of even date with the said articles of agreement executed by the contractors John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, and the two deeds-poll of the twenty-fifth day of May, one thousand eight hundred and seventy-seven, and the twenty-fourth day of December, one thousand eight hundred and seventy-seven, respectively executed by the same parties by whom the said bond of the twenty-third day of July, one thousand eight hundred and seventy-five, was executed, shall, except as regards such causes or rights of action, if any, as shall have accrued before the execution of these presents and the said bond hereinafter mentioned, be deemed to be cancelled and of no effect; and these presents and the same bond shall apply to all voyages of the steam-vessels of the contractors which shall, before the execution of these presents and the same bond, have been commenced under and in pursuance of the said articles of agreement of the twenty-third day of July, one thousand eight hundred and seventy-five, in as full a manner as if such voyages had been commenced after the execution of these presents and the same bond, and were voyages made under and in pursuance of these presents.

3. The contractors shall from time to time, and at all times hereafter, during the residue of a period of eight years computed from the fifteenth day of November, one thousand eight hundred and seventy-five, convey all Her Majesty's mails which, and all other mails of whatever country or place which, the Postmasters-General or either of them shall at any time and from time to time require the contractors to convey from and to the following ports, that is to say, Sydney, Auckland, San Francisco, and any port or ports intermediate between Sydney and San Francisco, at which the steam-vessels hereinafter mentioned may call as hereinafter mentioned, or any of such ports; and within the respective times and in manner hereinafter provided, for and so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of this contract, shall and will provide and keep seaworthy, and in complete repair and readiness for such purpose, 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 of not less gross register 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, and having spar-decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes. One moiety of the passenger accommodation afforded by each vessel is to be reserved for and appropriated to passengers to and from each of the said colonies respectively.

4. The steam-vessels to be employed under this contract shall be of the capacity aforesaid, and shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of eleven nautical miles per hour, and for the service hereby agreed to be performed, and also manned and provided with competent and legally-qualified officers, the master or commander having ample experience in command of screw steam-vessels, and with a sufficient number of efficient engineers and a sufficient crew of able seamen and other men, and with a competent surgeon, to be in all respects as to vessels, engines, equipments, and capacity subject in the first instance, and from time to time and at all times afterwards, to the approval of the Postmasters-General, or of such other person or persons as they shall jointly or severally at any time or times or from time to time authorize to inspect and examine the same, and no vessel shall be employed or used for the purposes of this contract until approved as aforesaid: Provided nevertheless, and it is hereby declared, that the contractors, so long as they shall convey the mails within the times and in the manner hereinafter provided, shall not be required to keep more than three of the said vessels actually engaged