

General of the Colony of New South Wales, and John Hall is the present Postmaster-General of the Colony of New Zealand: Now, therefore, the said Francis B. Suttor as such Postmaster-General of the said Colony of New South Wales, and acting for and on behalf of the Government of the said colony, and the said John Hall as such Postmaster-General of the said Colony of New Zealand, and acting for and on behalf of the Government of the same colony, in order to respectively testify their approval, adoption, and confirmation of the above-written contract, and in order to bind the respective Governments of the colonies of which they are respectively Postmasters-General, have hereunto set their hands and seals this first day of September, one thousand eight hundred and eighty

Witness—

S. H. LAMBTON,
Secretary, General Post Office, Sydney

FRANCIS B. SUTTOR,
Postmaster-General of New South Wales.

Witness—

W GRAY,
Secretary, General Post Office, Wellington.

JOHN HALL,
Postmaster-General of New Zealand.

No. 9.

BOND.

KNOW all men by these presents that we, the Pacific Mail Steamship Company, of New York, in the United States of America, John Francis Ure, John Lennox Kincaid Jamieson, and William Pearse, of Glasgow, in Scotland, engineers and shipbuilders, trading under the style or firm of John Elder and Co., are jointly and severally held and firmly bound to the Honorable John Fitzgerald Burns, the Postmaster-General of the Colony of New South Wales as such Postmaster-General, and acting for and on behalf of the Government of such colony, and to the Honorable James Temple Fisher, 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 twenty-five thousand pounds of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to the said John Fitzgerald Burns and James Temple Fisher 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, for which payment, to be well and truly made, we and each of us bind ourselves and himself, our and his heirs, executors, administrators, and assigns, and every of them, firmly by these presents sealed with our seals. Dated this twenty-ninth day of November, one thousand eight hundred and seventy-eight.

WHEREAS by certain articles of agreement made and entered into on the twenty-ninth day of November, one thousand eight hundred and seventy-eight, between the said John Fitzgerald Burns, 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 James Temple Fisher, 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 above-bounded the Pacific Mail Steamship Company, who in the said articles of agreement are designated "the contractors," of the third part, it is witnessed that they, the contractors, did, for themselves and their successors and assigns, and each of them did for themselves and their successors and himself, his heirs, executors, administrators, and their and his assigns (so far as the covenants and agreements thereafter contained were to be observed and performed by the contractors), 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 (amongst other things):—Article 3. That the contractors should, 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 should at any time, or 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 therein mentioned might call as therein mentioned, or any of such ports, and within the respective times, and in manner thereafter provided; and should and would 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 registered tonnage than 2,500 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.—Article 4. That the steam-vessels to be employed under the now reciting contract should be of the capacity aforesaid, and should 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 might 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 thereby 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 should jointly or severally, or at any time or times, or from time to time, authorize to inspect and examine the same; and no vessel should be employed or used for the purposes of the now reciting contract until approved as aforesaid: Provided nevertheless, and it was thereby declared, that the contractors, so long as they should convey the mails within the times and in