

other things) that, for the considerations hereinafter appearing, the said Sir Francis Dillon Bell, for and on behalf of Her Majesty the Queen, and in order to bind the Government of the said colony so far as the covenants hereinafter contained were to be observed and performed by Her Majesty, her heirs and successors, did covenant with the Contractors, their executors and administrators, and the Contractors, so far as the covenants hereinafter contained were to be observed and performed by them for themselves, their heirs, executors, and administrators, did, and each of them separately for himself, his heirs, executors, and administrators, did covenant with her Majesty the Queen, her heirs and successors, in manner following, that is to say: That in the construction of the said contract the following words and expressions should mean and include (unless such meaning should be inconsistent with the context) as follows: "The Government" should mean Her Majesty the Queen, her heirs and successors, as represented by and acting by means of Her Majesty's Government in the said colony. "The Agent-General" should mean the Agent-General for the time being of the said colony, or any person authorized by him in writing to act on his behalf. "Contractors" should include the executors and administrators, and, if the Government should consent to an assignment of the said contract, the assigns of the Contractors; that the Contractors would from time to time, and at all times thereafter during the period during which the said contract was to be performed, provide and keep seaworthy and in complete repair and readiness a sufficient number of, and not less than five, good, substantial, and efficient screw steamships of the first class, and fully equal to Class 100 A1, Lloyd's Register, and of not less gross register tonnage than three thousand tons each, constructed of iron and propelled by first-rate engines of adequate power for a continuous speed, so as to perform the voyages hereinafter mentioned within the time [*or times] hereinafter [*respectively] specified, and having spar-decks and proper capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, and with a minimum height in every part between decks of seven feet; that the ships to be employed under the said contract should be of the capacity aforesaid, and should, except as hereinafter provided, 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 ships, and rendering them constantly efficient for travelling, at the continuous speed aforesaid, and for the services thereby agreed to be performed; and also manned and provided with competent and legally-qualified officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, the ships' engines, equipments, and capacity to be in all respects subject, in the first instance, and at all times afterwards, to the approval of the Government, or of such person or persons as they should at any time or times or from time to time authorize to inspect and examine the same, and that no ship should be employed or used for the purposes of the said contract until approved as aforesaid: Provided nevertheless and it was thereby declared that the Contractors, so long as they should perform the said services within the times and in the manner hereinafter provided, should not be required to keep more than four of the said ships actually employed in the said services, and furnished with stores, fuel, and provisions, and manned and provided with officers, engineers, and crew as was thereinbefore provided for, but might from time to time, and for such length of time as they should think fit, cause any one of the said ships to be laid up, but the ship, including its machinery and engines, which should be so laid up should, if in complete repair at the time when it was laid up, be kept in complete repair, and, if the same or its machinery or engines should be out of repair, should with all due diligence be put in complete repair, and be thenceforth kept in complete repair, and the ship so laid up, being with its machinery and engines when laid up in, or after it and its machinery and engines should have been put into, complete repair, as thereinbefore mentioned, should at all times thereafter while laid up be kept in such a state and condition that upon being furnished with stores, fuel, and provisions, and being manned and provided with officers, engineers, and crew as thereinbefore provided for, it would thereupon be in readiness for performing the said services, and efficient for travelling at the speed thereinbefore mentioned; that the Government should have power, whenever and so often as they might deem it requisite, by any of their qualified officers or agents, to survey all or any of such ships, and the hulls thereof, and that if on any such survey any such ship or any part thereof should be declared to have any defect or deficiency, or to be unseaworthy, or not adapted for the said services, the ship should not be employed under the said contract until such defect, deficiency, unseaworthiness, or want of adaptation for the said services should have been repaired, supplied, or corrected to the satisfaction of the Government or such officers or agents as aforesaid; that the Contractors would convey the passengers, emigrants, mails, and cargo, hereinafter mentioned by such steamships as were thereinbefore described and are hereinbefore referred to, one of such steamships leaving London for New Zealand and another New Zealand for London (each calling at Plymouth) once in every calendar month for a period of three years, to be computed from the day on which the first of such ships should leave London for New Zealand; that the first ship from London for New Zealand should leave London on the _____ day of _____, but the first ship from New Zealand for London might, however, leave New Zealand on the _____ day of _____; that each outward voyage should be made round the Cape of Good Hope, and each homeward voyage through the Straits of Magellan or round Cape Horn; that the ships on each homeward voyage should call at St. Vincent [†that each voyage should be performed and completed within one thousand two hundred hours] [†that each outward voyage should be performed and completed in one thousand three hundred hours, and each homeward voyage should be performed and completed in one thousand two hundred hours], and that such number of hours should be reckoned according to the time which should be occupied in performing and completing each voyage outwards between the port of Plymouth and the port in New Zealand which might be selected as hereinafter mentioned as the port of arrival there and homewards; between the port in New Zealand which might be selected as thereinafter mentioned as the port of departure there and the port of Plymouth; that the Contractors should have the option on each voyage of selecting as the port of arrival in or the port of departure from New Zealand any of the ports of Auckland, Wellington, Lyttelton, or Port Chalmers,

* Omit if each voyage is to be performed in the 1,200 hours. † Omit one or other of these paragraphs.