

may be appointed by any such alteration in force for the time being, shall be deemed to be the places, days, times, and hours of departure and arrival of Her Majesty's Mails under this Contract, and shall be observed and kept by the Contractors accordingly, and shall be liable in respect thereof, as if they were places, days, and times, and hours mentioned in the said tables. Provided always that any such alteration shall not necessitate the employment of any greater number of vessels than necessary for the conveyance of the said Mails from, to, and between the places mentioned in the said tables hereunder written or hereunto annexed, in accordance with this Contract.

AND IN CONSIDERATION of the due and faithful performance by the Contractors of all services hereby contracted to be by them performed, the said Commissioners do hereby agree that there shall be paid to the Contractors in the United Kingdom or in the Colony of New Zealand, so long as they perform the whole of the said services in the manner and with such vessels as herein provided, by bills payable seven days after their respective dates, by Her Majesty's Paymaster-General or by the Colonial Government, a sum after the rate of twenty-four thousand pounds per annum, from the date at which the first vessel shall leave Sydney, or Auckland in New Zealand, in the performance of this Contract, and after such period of four years a sum after the rate of twenty-two thousand pounds per annum only for the remainder of the term of this Contract, such sum, which may for the time being be payable, to be paid by equal quarterly payments, and with a proportionate part thereof, should this Contract terminate on any other day than a day of quarterly payments, to be subject, however, to the abatement of any deductions, or forfeitures, or sums of money which the Contractors may have incurred, or be liable to pay as herein provided, and also subject to the deductions for repayment of the said advance to the Contractors of the said sum of twenty-five thousand pounds herein mentioned, and the first of such quarterly payments to become due at the termination of three calendar months from the day on which the first vessel leaves Sydney or Auckland with Her Majesty's Mails on board, under or by virtue of this Contract: Provided always, and it is hereby agreed, that until the whole of the said sum of twenty-five thousand pounds so advanced to the Contractors be repaid to Her Majesty, together with interest thereon at the rate of five pounds per centum per annum, there shall be deducted from the sums of money which may be payable to the Contractors, by virtue of this Contract, a moiety thereof, which shall from time to time be retained by or on the part of Her Majesty, in repayment of the said sum of twenty-five thousand pounds, with such interest. And the Contractors do hereby for themselves, their heirs, executors, and administrators, and each of the Contractors doth, for himself, his heirs, executors, and administrators, hereby covenant and agree to and with the said Commissioners that the Contractors, their heirs, executors, or administrators, shall and will repay to Her Majesty, Her Heirs, and Successors, the said principal sum of twenty-five thousand pounds, at the times and in manner following—that is to say, the sum of three thousand pounds, part thereof, together with interest thereon from the date hereof, at such rate as aforesaid, at the expiration of three calendar months from the day on which the first vessel leaves Sydney or Auckland by virtue of this Contract, and three thousand pounds, together with interest thereon from the date hereof, at such rate as aforesaid, at the expiration of every subsequent three calendar months, until the principal sum of twenty-four thousand pounds, part of the said principal sum of twenty-five thousand pounds, be repaid to Her Majesty, and also the further sum of one thousand pounds, being the remainder of such sum of twenty-five thousand pounds, with interest thereon from the date hereof, at such rate as aforesaid, at the expiration of three calendar months from the time the last payment of such sums of three thousand pounds ought to be made by virtue of these presents. And, further, that if no vessel leaves Sydney with Her Majesty's Mails on board as aforesaid, within eight calendar months from the date hereof, or if there be at any time after the commencement thereof a suspension of all or any part of the service thereby contracted to be performed, for the space of three calendar months, or if this Contract be determined by the said Commissioners, then, and in either or any of such cases, the Contractors shall and will, at the expiration of such eight calendar months, or three calendar months, or on the determination of this Contract as aforesaid, as the case may be, pay to Her Majesty the whole of the said sum of twenty-five thousand pounds, with interest thereon from the date hereof, at such rate as aforesaid, or such part or parts thereof as may then remain unpaid, with interest thereon from the date hereof, at such rate as aforesaid, in one payment, instead of in instalments, as hereinbefore provided.

And it is hereby agreed, that the repayment to Her Majesty of the said sum of twenty-five thousand pounds and interest, shall be secured, not only by these presents, but also by a security upon the entirety of the said vessel of eight hundred tons, and on a moiety of each of the said vessels of five hundred tons, which are to leave England as aforesaid, for commencing the said service, which shall be duly mortgaged to Her Majesty for securing such repayment with interest, as aforesaid.

And it is hereby agreed by the Contractors, that so long as the whole, or any part of the said sum of twenty-five thousand pounds and interest, remains unpaid to Her Majesty, they, the Contractors, will, at their own cost, insure, and keep insured, in the name of Her Majesty, Her Heirs, and Successors, in the Royal Exchange Assurance Corporation, in London, or in such other office as the said Commissioners may at any time or times direct, the entirety of the said vessel of eight hundred tons, and a moiety of each of the said vessels of five hundred tons, for the full value thereof, both when at sea and in port and elsewhere, against sea, risk, fire, and otherwise, and deposit the policy of every such insurance with the Store-Keeper General of Her Majesty's Navy, at the Admiralty Office, Somerset House, as soon as such policies can from time to time be obtained; and, in the event of the Contractors at any time or times failing so to insure, or to make any such deposit as aforesaid, it shall be lawful for the said Commissioners, if they think fit, but not otherwise, at any time or times to effect the insurance, in which any such default shall be made, and to charge the Contractors with the sum and sums of money for effectuating and continuing every such insurance, and the amount thereof shall

Payments to Contractors for services.

Moiety to be deducted until the advance of 25,000*l.* be repaid with interest.

Covenant by Contractors to pay such advance in instalments with interest.

Or in certain cases the whole of the advance at once.

As to mortgage of vessels for securing repayment of advance and interest.

Vessels to be insured by the Contractors against sea, risk, fire, &c.

Admiralty may insure if Contractors fail to do so.