

of December, one thousand eight hundred and sixty-three, and the tenth day of February, one thousand eight hundred and sixty-five, respectively, were agreed upon, or any of them, or for any modification, extension, or alteration of such services, without the consent of the Government for the time being of New South Wales, testified by writing under the hand of the proper officer of such Government, to such agreements, or to such modification, alteration, or extension first had and obtained. And whereas the said Sir George Ferguson Bowen, Governor, as aforesaid, with the advice and consent of the said Executive Council, and "The Panama New Zealand and Australian Royal Mail Company (Limited)," have agreed for the modification of the said contract, and for the extension of such Postal Services in the manner and to the effect hereinafter incorporated and contained: Now therefore, these Articles witness that the said Sir George Ferguson Bowen, Governor, as aforesaid, with the advice and consent of the Executive Council of the Colony of New Zealand, for himself and his successors, Governors of the said Colony, doth hereby contract and agree, and the "Panama New Zealand and Australian Royal Mail Company (Limited)," for themselves and their successors, hereinafter collectively styled "The Company," do hereby contract and agree as follows, that is to say—

1. The words "Postmaster-General," wherever the same shall occur in this contract, shall mean the Postmaster-General for the time being of the Colony of New Zealand, unless in the context it shall expressly appear that the Postmaster-General of New South Wales or the Postmaster-General of the United Kingdom is thereby intended. And the word "mails," wherever the same shall occur in this contract, shall mean and include all letters, boxes, bags, or packets of letters, newspapers, books, or printed papers, and all other articles, which, under the existing Regulations of the Post Offices of New Zealand and New South Wales respectively, are transmissible by post to whatever country or place the same respectively may be addressed, or in whatever country or place they may have originated, and all empty bags and other stores used or to be used in carrying on the Postal Service which shall be sent by, to, or from the Post Offices of New Zealand and New South Wales respectively.

2. That at all times during the continuance of this Agreement, or so long as the service hereby agreed to be performed between Panama, New Zealand, and Sydney, ought to be performed in pursuance thereof, the Company will for the purpose of conveying as hereinafter provided all Her Majesty's Mails which shall at any time and from time to time by the Postmaster-General of New South Wales, or by the Postmaster-General of New Zealand, or any of the officers or agents of either of such Postmasters-General, or in the case of departure from Panama, by Her Majesty's Postmaster-General of the United Kingdom, or any of his officers or agents, be required to be conveyed, provide, keep seaworthy, and in complete repair, for such conveyance, once each way in each calendar month between Sydney, in New South Wales, by way of Wellington, in New Zealand, and Panama, a sufficient number of good, substantial, and efficient steam vessels, each of which shall be of not less than twelve hundred and fifty (1250) tons burthen, builders' measurement, and supplied with first-rate appropriate steam engines of not less than two hundred and fifty (250) nominal horse power.

3. That the vessels to be employed under this Agreement shall be always furnished while in actual use with all appropriate and necessary machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil for lamps and engines, tallow, provisions, anchors, cables, fire pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, medicines, and whatsoever else may be requisite for equipping the said vessels and rendering them constantly efficient for the service hereby agreed to be performed, and also manned and provided with competent officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, to be in all respects as to vessels, engines, equipments, officers, engineers, and crew, subject in the first instance, and from time to time, and at all times afterwards, to the approval of the Postmaster-General or of such other competent person or persons as he shall at any time or times or from time to time authorize to inspect and examine the same.

4. That one of such vessels so approved, equipped and manned as aforesaid, shall, on such days and at such hours as are mentioned in the Table hereunto annexed (until and unless any other days or hours shall under the power herein in that behalf contained be substituted instead thereof), put to sea from and arrive at the ports or places respectively mentioned in such Table, with permission to call at any island for coaling purposes, but so that the time to be occupied in the passage between the ports named be not increased. And the Company shall convey in such vessels to and from and cause to be delivered at and received from such of the ports or places mentioned in the said tables respectively, from or at which the said vessels are to start, touch, and arrive in performance of this Agreement, all such mails as shall or may be tendered or delivered to or received by the Company or any of their agents, officers or servants, by or from the Postmaster-General of New South Wales, at Sydney, or any of his officers or agents or by or from the Postmaster-General of New Zealand, or any of his officers or agents, or in the case of departure from Panama, by or from Her Majesty's Postmaster-General of the United Kingdom, or any of his officers or agents.

5. That should it be deemed by the Postmaster-General of New South Wales, his officers or agents, in the case of departure from Sydney, or by the Postmaster-General of New Zealand, his officers or agents, in the case of departure from Wellington, or in the case of departure from Panama, by Her Majesty's Postmaster-General of the United Kingdom, his officers or agents, requisite for the public service that any vessel to be employed under this Agreement should at any time or times delay her departure from any port from which the mails are to be conveyed under this Agreement beyond the period appointed for her departure therefrom, the respective Postmasters-General, their officers or agents, shall have power to order such delay (not however exceeding twenty-four hours) by letter addressed by him or them to and delivered to the master of any such vessel or the person acting as such, or left for him at the office of the Company or on board the vessel not less than six hours before the period appointed for her departure, and such letter shall be deemed a sufficient authority for such detention.

6. That the Company shall convey the said mails from the Port of Wellington to the Port of Panama, and *vice versa*, in six hundred and fifty (650) hours each way, and from the Port of Wellington to the Port of Sydney, and *vice versa*, in one hundred and fifty-six (156) hours each way, and that the stoppage at the Port of Wellington for the delivery and reception of mails on any voyage shall be of