

eight hundred and seventy-one, or such of the said passengers and freight as the steam vessels of the said Company shall have accommodation and stowage for carrying: Provided that if the said steam vessels shall, three times in any twelve months during this agreement, be or be found to be insufficient to carry all the passengers and freight as above, the Contractors may give to the said Company a request in writing to provide larger vessels, of such register tonnage as the Contractors shall require, not exceeding one thousand five hundred tons gross, within twelve calendar months from the giving of such request, and the said Company shall, within two months after the giving of such request, signify in writing to the Contractors their assent to or dissent from such request; and in case the said Company shall fail so to signify their assent to or dissent from such request, or shall dissent from such request within such two months, then the Contractors shall be at liberty to put an end to this agreement by giving six calendar months' notice, in manner herein provided, in case of failure to obtain any of the subsidies herein mentioned; and if the said Company shall assent, they shall be bound to furnish such steamer within such twelve calendar months.

That the said service shall commence on the sixteenth day of February, one thousand eight hundred and seventy-two, and shall continue for the period during which the said contract of the seventh day of March, one thousand eight hundred and seventy-one, shall continue thereafter, unless previously determined as hereinafter mentioned; and the steam vessels of the said Company to be employed in such service shall leave the several places aforesaid at times to be fixed by a table to be from time to time furnished by the Postmaster-General of New Zealand, or such person or persons as he may appoint; a reasonable notice of any alteration to be given to the said Company: Provided that no such alteration shall render necessary the employment of an additional steam vessel, except as herein provided.

That the periods within which the several passages shall be made shall not exceed the following, namely:—One hundred and thirty-eight hours between Auckland and Sydney, and between Sydney and Auckland; sixty hours between Brisbane and Sydney, and between Sydney and Brisbane; one hundred and sixty-eight hours between Auckland and Melbourne, and between Melbourne and Auckland direct; sixty hours between Sydney and Melbourne, and between Melbourne and Sydney; two hundred and ten hours between Auckland and Melbourne *via* Sydney, and between Melbourne and Auckland *via* Sydney, and six hours extra in case of arrival in Sydney after dark, and twelve hours extra in case of the non-arrival of the vessel from Auckland in twenty-four hours after her contract time; two hundred and ten hours between Auckland and Brisbane *via* Sydney, and between Brisbane and Auckland *via* Sydney, and six hours extra in case of arrival in Sydney after dark, and twelve hours extra in case of the non-arrival of the vessel from Auckland in twenty-four hours after her contract time; and one hundred and fifty hours between Auckland and Brisbane, and between Brisbane and Auckland direct.

That the vessels to be employed between Auckland and Sydney, and Sydney and Auckland, and between Auckland and Melbourne, and Melbourne and Auckland, either direct or *via* Sydney, or between Sydney and Melbourne, and Melbourne and Sydney, as the case may be, shall be such as the "City of Adelaide" and the "City of Melbourne," "Wonga Wonga," "Alexandra," and "Rangatira," now run by the said Company; and that the vessel or vessels to be employed between Auckland and Sydney, and also the vessel or vessels to be employed between Sydney and Melbourne, shall be subject to the approval of the Postmaster-General of New Zealand, and, if a subsidy shall be obtained from New South Wales, the Postmaster-General of New South Wales; and the vessel or vessels to be employed between Auckland and Melbourne direct shall be subject to the approval of the Postmaster-General of New Zealand, and, if a subsidy shall be obtained from Victoria, the Postmaster-General of Victoria; and that the said Company may run other steam vessels between Sydney and Brisbane, such as are now employed by the Company on that line, subject to the approval of the Postmaster-General of Queensland; and that all such vessels to be employed under this agreement shall be of a character in every way suitable for the performance of the before-mentioned services, and shall always be kept, by and at the expense of the said Company, in good and complete repair and condition, and in every respect seaworthy, in good and complete working order, well and properly fitted out and furnished, and provided with every requisite for rendering them constantly efficient for the service in every particular as first-class mail and passenger steam vessels; and such vessels respectively shall be of sufficient speed to perform the voyages aforesaid, within the times aforesaid, without difficulty.

That all wool required to be carried in the said Company's steamers shall be dumped if the said Company shall so require it.

That the said Company shall, on demand, pay to the Contractors, or one of them, or their or one of their agents, all moneys, costs, charges, damages, and expenses which the Contractors, or either of them may rightfully pay or incur in consequence of the non-observance or non-performance, by the said Company, of any part or parts of this agreement.

That, for the services herein described, to be well and faithfully performed by the said Company, the Contractors shall pay to the said Company at the rate of two thousand pounds per annum, being one-fifth of the subsidy agreed to be paid by the Postmaster-General of New Zealand to the Contractors for the mail service between Auckland and Sydney, or between Auckland, Sydney, and Melbourne, as the case may be, under the before-recited contract; also one-fifth of any subsidy which may from time to time be obtained from the Government of New South Wales for the mail service to and from San Francisco *via* Auckland by "The United States, New Zealand, and Australian Mail Steamship Line," and one-fifth of the net freight and passage money to be received by the Contractors for goods and passengers by the said line to and from Sydney *via* Auckland; also one-fourth of any subsidy which may from time to time be obtained from the Government of Queensland for the mail service *via* Sydney and Auckland by the said line, and one-fourth of the net freight and passage money to be received by the Contractors for goods and passengers by the said line to and from Brisbane *via* Sydney and Auckland; also one-fourth of any subsidy which may from time to time be obtained from the Government of Victoria for the mail service by the said line *via* Auckland, and one-fourth of the net freight and passage money to be received by the Contractors for goods and passengers by the said