

I invite your attention to the additions, in red ink, in the 5th clause, made by the Hon. the Postmaster-General of New South Wales.

The Managing Director,
Union Steamship Company of New Zealand (Limited), Dunedin.

I have, &c.,
W. GRAY,
Secretary.

No. 57.

CONTRACT.

ARTICLES OF AGREEMENT made and entered into this ninth day of October, one thousand eight hundred and eighty-five, between the Honourable Sir JULIUS VOGEL, K.C.M.G., the Postmaster-General of the Colony of New Zealand, as such Postmaster-General, and acting for and on behalf of the Government of the said colony, of the first part; the Postmaster-General of the Colony of New South Wales for the time being, as such Postmaster-General, and acting for and on behalf of the Government of the said colony, of the second part; and THE UNION STEAMSHIP COMPANY OF NEW ZEALAND (LIMITED), of Dunedin, in the Colony of New Zealand, hereinafter designated "the Contractors," of the third part. Witness that the Contractors do for themselves, their successors, and assigns (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Contractors), hereby covenant with the Postmaster-General of the Colony of New Zealand and his successors, and with the Postmaster-General of the Colony of New South Wales and his successors, and also as a separate covenant with each of the Postmasters-General and his successors: And the Postmaster-General of the Colony of New Zealand and the Postmaster-General of the Colony of New South Wales do and each of them doth, for and on behalf of himself respectively as such Postmaster-General, and his successors respectively, and the Government of the colony for which he is now respectively the Postmaster-General (but so far only as the covenants and agreements hereinafter contained are to be observed or performed by or are applicable to the Government of the said colonies respectively), hereby covenant with the Contractors and their successors in manner following, that is to say,—

1. In the construction of these presents the following words and expressions shall mean and, include (unless such meaning shall be inconsistent with the context) as follows:—

"Postmaster-General of New Zealand" means the Postmaster-General for the time being of that colony:

"Postmaster-General of New South Wales" means the Postmaster-General for the time being of that colony:

"Postmasters-General" means the Postmaster-General for the time being of New Zealand and the Postmaster-General for the time being of New South Wales:

"Contractors" includes the successors and assigns of the Contractors:

"Mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns, and all other articles transmissible by post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office service:

"Mail" means the aggregate of mails transmitted at any one time by any of the vessels for the time being employed in the mail service under this contract: and

"Hours" means hours calculated according to Greenwich time.

2. The Contractors shall from time to time, and at all times hereafter, during a period of three years, computed from the twenty-first day of November, one thousand eight hundred and eighty-five, unless previously terminated in pursuance of the provision in that behalf hereinafter contained, convey all Her Majesty's mails which, and all other mails of whatever country or place which, the Postmasters-General or either of them shall at any time and from time to time require the Contractors to convey, from and to the following ports, that is to say, Sydney, Auckland, Honolulu, San Francisco, and any port or ports intermediate between Sydney and San Francisco at which the steam-vessels hereinafter mentioned may call as hereinafter mentioned, or any of such ports, and within the respective times and in manner hereinafter provided for, and so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of this contract; shall and will 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 register tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power for the performance of the voyages, within the times hereinafter specified, and having spar decks, and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes.

Of the vessels to be so provided, two vessels shall be employed between San Francisco and Honolulu, and two vessels between Honolulu, Auckland, and Sydney. One half of the passenger accommodation afforded by each vessel running between San Francisco and Honolulu is to be reserved for and appropriated to passengers to and from Auckland and Sydney; and one half of the passenger accommodation afforded by each vessel running between Honolulu, Auckland, and Sydney is to be reserved for and appropriated to passengers to and from each of the said colonies respectively: Provided that should any of the four screw steam-vessels aforesaid become disabled through tempestuous weather or by reason of accident beyond the control of the Contractors, then it shall be lawful for the Contractors to provide and equip a screw steam-vessel or vessels as substitute or substitutes, capable of performing the voyage within the time specified,