

1. The Company shall from time to time and at all times during a period of twelve calendar months, to be computed from the twelfth day of December, 1889 (unless this contract be previously terminated in pursuance of the provisions for that purpose forming part of this contract), convey all Her Majesty's mails, and all other mails of whatever country or place which the Postmaster-General shall at any time and from time to time require the Company to convey, from and to the Port of Plymouth, in England, and either of the Ports of Auckland, Wellington, Lyttelton, Port Chalmers, or Bluff, in New Zealand, and any port or ports intermediate between Plymouth and New Zealand at which the steam-vessels engaged in the performance of this contract may call, within the times and in the manner provided in the original contract and these presents.

2. The services hereby agreed to be performed by the Company in pursuance of these presents shall be performed in accordance with and subject to the terms, stipulations, and conditions expressed and set forth in the original contract, except so far as the same are modified by these presents. And all the provisions of the original contract, except in so far as the same have been modified, varied, or altered by the terms of these presents, and so far as the same respectively are capable of taking effect, shall accordingly extend and apply hereto as effectually as if such provisions had been herein set out at length, and shall be binding on the parties hereto accordingly.

3. The services hereby provided for shall commence with the despatch of the "Rimutaka," from Plymouth on the fourteenth day of December, 1889, and with the despatch of the "Doric" from a New Zealand port on the twelfth day of December, 1889: Provided that the Company shall be at liberty at any time during the subsistence of these presents, and without any further consent on the part of the Postmaster-General, to enter into any agreement or contract with "The Shaw, Savill, and Albion Company (Limited)" for the conveyance by such last-mentioned company of the mails to Plymouth by the vessels now named respectively the "Arawa," "Coptic," "Doric," "Ionic," and "Tainui," or by such other steam-vessels as the Postmaster-General may from time to time in writing approve in substitution for any of such vessels. But nothing herein contained shall be deemed to release the said first-mentioned company from its obligation to perform and carry out all the services contracted for under these presents.

4. The rates for the conveyance of mails under these presents shall be the same as those set out in the fifteenth clause of the original contract; but the total sum to be payable to the Company in respect of all the services to be rendered under these presents shall not exceed £17,500 in all; and the Postmaster-General may from time to time apportion the moneys actually payable to the Company in accordance with this clause.

No claim in excess of such sum shall be made by or allowed to the Company; and, except as herein provided, the terms of the fifteenth clause of the original contract, other than those set out in the first proviso thereto, shall apply to this contract.

5. The bonus to be paid to the Company for the conveyance of mails within the periods specified in the original contract shall be allowed only up to forty-eight hours on any one voyage, whatever may be the actual period of delivery within such specified periods; and if the time occupied in so conveying the mails is in excess of the specified periods, then the reduction to be made in the moneys payable to the Company shall only be made in respect of a period of the first forty-eight hours, however long may be the excess in point of time.

6. No penalty whatever for late arrival at or departure from any port shall be enforced against the Company for delay in conveying the mails within the said specified periods in any case where the same is due to any general labour-strike or dispute in respect thereof tending to prevent the due despatch or arrival of any vessel employed under these presents; but nothing herein shall be deemed to extend to any strike, labour or other dispute among or in respect of the crew of any such vessel or any other employés of the Company.

7. In the event of any vessel employed under this contract becoming disabled through tempestuous weather or by reason of accident beyond the control of the Company, or being lost or destroyed, the Company may either provide and equip a steam-vessel as a substitute, in accordance with the terms of the original contract, or may give the Postmaster-General immediate notice in writing of its intention to abandon the further performance of this contract; and thereupon, and after the completion of any voyage or voyages on which any vessel or vessels may, at the date of the service of such notice on the Postmaster-General, have started in accordance with these presents, the contract hereby made shall cease and determine, but without prejudice to the rights and liabilities of the parties hereto up to the period when such determination takes effect.

In witness whereof the Postmaster-General hath to these presents hereunto set his hand and seal, and the Company has also hereunto caused its common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the within-named
Edwin Mitchelson (as Postmaster-General of the
Colony of New Zealand) in the presence of

(L.S.) EDWIN MITCHELSON.

(L.S.) W. GRAY,
Secretary, Posts and Telegraphs.

The common seal of the within-named New Zealand
Shipping Company (Limited) was affixed to the
before-written instrument in the presence of

(L.S.) LEONARD HARPER,
Chairman.

(L.S.) A. CRACROFT WILSON,
Director.