

and THE UNION STEAMSHIP COMPANY OF NEW ZEALAND (LIMITED), carrying on business at Dunedin, in the Colony of Zealand, hereinafter designated "the Company," of the other part. Witness that the Company doth for itself, its successors, and assigns (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Company), hereby covenant with the Postmaster-General of the Colony of New Zealand and his successors: And the said Postmaster-General doth, for and on behalf of himself as such Postmaster-General, and his successors respectively, and the Government of the colony for which he is such Postmaster-General, hereby covenant with the Company and its 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" means the Postmaster-General for the time being of New Zealand:

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

"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 Company shall from time to time, and at all times hereafter, during a period of twelve calendar months, computed from the first day of December, one thousand eight hundred and ninety, 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 Postmaster-General shall at any time and from time to time require the Company to convey from and to the following ports, that is to say, Auckland, Honolulu, San Francisco, and any port or ports intermediate between Auckland 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 three 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.

Should any of the three screw steam-vessels aforesaid become disabled through tempestuous weather or by reason of accident beyond the control of the Company, then it shall be lawful for the Company to provide and equip a screw steam-vessel or vessels as substitute or substitutes, capable of performing the voyage within the time specified, and any substitute vessel shall not be of any less gross tonnage than two thousand five hundred tons: Provided further that in any special case, and with the written consent of the Postmaster-General, a vessel of less than two thousand five hundred tons gross register may be used as such substitute vessel as aforesaid, and every such vessel shall be subject to the terms and conditions of this contract for or in respect of any voyage as aforesaid so far as such terms and conditions are applicable.

3. The steam-vessels to be employed under this contract shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning-conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for the performance of the voyages within the times hereinafter specified, and for the service hereby agreed to be performed, and also manned and provided with competent and legally-qualified officers, the master or commander having ample experience in command of screw steam-vessels, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, and with a competent surgeon, to be in all respects, as to vessels, engines, equipments, and capacity, 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 person or persons as he shall at any time or times or from time to time authorise to inspect and examine the same; and no vessel shall be employed or used for the purposes of this contract until approved as aforesaid.

Every vessel used for the purposes of this contract shall be fitted with refrigerators or ice-chambers, in which fish-ova or other natural productions may be carried or conveyed, and such refrigerators shall be fitted with all necessary appliances and machinery for working and keeping the same effective.

4. The Postmaster-General shall have full power whenever and as often as he may deem it requisite, by any of his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels employed or to be employed in the performance of this contract, and to survey all or any of such vessels, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel; and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the Company. And for the purposes aforesaid the said vessels shall (if necessary) be opened in their hulls whenever the said officers or agents may so require; and, if any such vessel or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments shall on any such survey be declared by any such officers or agents unseaworthy or not adapted to the service hereby agreed to