

Ireland (for and on behalf of Her Majesty) of the other part, a Contract was entered into between the said Zachariah Charles Pearson and James Coleman and Her Majesty's Government for the carriage of the New Zealand and Australian Mails. And whereas by a Deed Poll dated the 11th day of October, 1858, the said Commissioners did, in pursuance of the power in that behalf, in the said Articles contained, delegate, during their will and pleasure, to the Governor of New Zealand for the time being, or to the officer acting as such, all and every the powers, authorities, and privileges given or reserved to them by the said Articles. And whereas by an Indenture dated the 27th day of October, 1858, and made between the said Zachariah Charles Pearson and James Coleman of the one part, and the said Company of the other part, the said Zachariah Charles Pearson and James Coleman did, with the consent of the said Commissioners, previously signified in writing under the hand of one of their Secretaries, assign to the said Company the said Articles and all the right, title, interest, benefit, claim, and demand whatsoever of them, the said Zachariah Charles Pearson and James Coleman, or either of them thereunder. And whereas by an Act of Parliament passed in the 23rd year of the reign of Her present Majesty, all the interests, rights, powers, and authorities of the said Commissioners under any contracts entered into with them for the conveyance of Mails by sea, were transferred to and vested in the Postmaster-General of the said United Kingdom for the time being, as if he had been contracted with and named in all such contracts. And whereas the said Company has agreed with the said Postmaster-General, of the Colony of New Zealand, who enters into this Contract under and by virtue of the powers and provisions of the New Zealand Post Office Act, 1858, and acting under instructions to him for that purpose given by the Governor of New Zealand for the performance of the services hereinafter expressed, and for the extension, as hereinafter mentioned, of the Contract made by the said Articles of the 28th day of May, 1858. Now these Articles witness that the Company, for themselves and their successors, hereby covenant with the said Postmaster-General of the Colony of New Zealand, his executors and administrators, and with his successors and assigns, the Postmasters-General of the Colony of New Zealand for the time being hereinafter collectively called the Postmaster-General in manner following (that is to say):

*Company agree to provide a sufficient number of Steam vessels to convey Mails between Wellington and Panama (each way) once in each Calendar month and for the Inter-provincial service.*

1. That at all times during the continuance of this Agreement, or so long as the service hereby agreed to be performed between New Zealand and Panama ought to be performed in pursuance thereof, the Company will for the purpose of conveying, as hereinafter provided, all Her Majesty's Mails, (in which term "Mails" all letters, boxes, bags, or packets of letters, newspapers, books, or printed papers, sent by the post to whatever country or place they 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 Post Office Service, which shall be sent by or to or from the Post Office are agreed to be comprehended), which shall at any time, and from time to time, by the Postmaster-General, or any of his officers or agents, or in the case of departures 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 Wellington in New Zealand and Panama, a sufficient number of good, substantial and efficient steam vessels, three of which, until the 1st day of September, 1865, and after that date, four of which shall be of not less than 1250 tons burden, builder's measurement, and supplied with first-rate appropriate steam engines, of not less than 250 nominal horse-power: And for such conveyance between the different ports of New Zealand as hereinafter mentioned (hereinafter called the Interprovincial Service) a sufficient number of good, substantial and efficient steam vessels, of not less than 350 tons burden, builder's measurement, and supplied with first-rate appropriate steam engines of not less than 70 nominal horse-power, in addition to the steam vessel of that minimum tonnage and horse-power which the Company is now obliged to maintain by the said Articles of the 28th day of May, 1858.

*Vessels to be provided with machinery, furniture, &c., and maned with competent officers, &c. Vessels, officers, and crew subject to approval of Postmaster-General. Vessels not to be permanently employed until tried under way and finally approved.*

2. 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 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 permanently employed under this Agreement until it and its machinery shall have been previously tried under way, and finally approved as aforesaid, and every vessel which may at any time be employed under this Agreement shall be so arranged for the purposes of this Agreement as the Postmaster-General or such other person or persons as aforesaid may at any time or times direct.