

ull costs of suit, at the discretion of the Postmaster-General: Provided, however, that the payment by the Company of any sums of money (by way of penalties) shall not in any manner prejudice the right of the Postmaster-General to treat the failure (if any) on the part of the Company to put to sea with a proper vessel, or to perform any voyage at or within the times in the said tables respectively mentioned as a breach of this Agreement.

*Payments to the Company for Services.*

21. And in consideration of the covenants and agreements hereby entered into by the Company, the Postmaster-General doth hereby covenant with the Company, that there shall be paid to the Company during the continuance of this Agreement, in respect of the said services comprised in Table No. 1, the sum of £63,000 per annum in monthly payments, and during the continuance of the Agreement for the performance of the said Interprovincial service the further sum of £6000 per annum, in addition to all monies payable under the said Articles of Agreement of the 28th day of May 1858, by monthly payments, for all distances not exceeding 5000 statute miles per calendar month, which they shall run in the performance of the Interprovincial services by these presents and the said Articles agreed to be performed; and for all mileage in excess of the said limit the sum of 5s. per statute mile; and the said respective sums shall be received by the Company as full compensation for all costs and expenses which they may incur or be put unto by reason of all and singular the services hereby contracted to be performed, subject, however, to the abatement of any sums of money in respect of forfeitures which the Company may have incurred, or to the addition of any sums in the respect of premiums (as the case may be) as herein provided, and such payments as well for the service comprised in Table No. 1 as for the Interprovincial service, shall be made monthly: Provided that the first of such payments shall not be made until the completion of one voyage from Wellington to Panama, and of the return voyage from Panama to Wellington; and that such monthly payments shall, in case of the Interprovincial service, be in rateable proportion to the length of the voyages made.

And it is hereby further agreed and declared between and by the said parties to these presents:—

*The Postage of all Mails belong to Her Majesty for the New Zealand Revenue.*

22. That the whole of the postage of all Mails conveyed in the vessels employed under this Agreement, whether carried from or out of Her Majesty's dominions or otherwise, shall belong to Her Majesty, and shall be at the disposal of the Postmaster-General of the Colony of New Zealand.

*Contract not to be assigned. The Postmaster-General may determine this Agreement without any previous notice in case of breach by the Company.*

23. That the Company shall not assign, underlet or dispose of this Agreement, or any part thereof, without the consent of the Postmaster-General, signified in writing under his hand or under the hand of the Secretary of the Post Office of New Zealand; and that in case of the same or any part thereof being assigned, underlet or otherwise disposed of, or of any gross or habitual breach of this Agreement, or any covenant, matter or thing herein contained on the part of the Company, their officers, agents or servants, and whether there be or be not any penalty or sum of money payable by the Company for any breach, it shall be lawful for the Postmaster-General, if he shall think fit (and notwithstanding there may or may not have been any former breach of this Contract), by writing under his hand or under the hand of the Secretary of the Post Office of New Zealand, to determine this Agreement without any previous notice to the Company or their agents, nor shall the Company be entitled to any compensation in respect of such determination.

*Commencement and duration of Agreement.*

24. That this Agreement shall commence on the 1st day of March 1865, by which day the Company shall have three of the larger steam vessels, such and so approved of, equipped and manned as aforesaid, ready for the performance of the service between Wellington and Panama hereby contracted for: And by the first day of September 1865, the Company shall have a fourth such steam vessel, such and so approved of, equipped, and manned as aforesaid, ready for the performance of the same service: And this Agreement shall continue in force till the 28th day of February 1870, and shall then determine, if the Postmaster-General shall by writing under his hand or under the hand of the Secretary of the Post Office of New Zealand for the time being, have given to the Company, or the Company have given to the Postmaster-General, twenty-four calendar months' previous notice in writing that this Agreement shall so determine: But if neither party hereto shall give any such notice, this Agreement shall continue in force even after the time hereinbefore fixed for the determination thereof, until the expiration of twenty four calendar months' notice in writing as aforesaid, given at any time by either of the parties hereto to the other of them.

*If, when the Agreement terminates, any vessel shall have started with the Mails, the voyage to be continued and performed as if the Agreement had remained in force.*

25. That if, on the determination of this Agreement, any vessel or vessels should have started or should start with the Mails in conformity with this Agreement, such voyage or voyages shall be continued and performed, and the Mails be delivered and received, during the same as if this Agreement had remained in force: And with respect to such vessels and services as last aforesaid, this Agreement shall be considered as having terminated when such vessels and services shall respectively have reached their port or place of destination, and been performed.

*Discontinuance of certain services.*

26. From and after the 1st day of January, 1865, all services performed by the Company under Agreement with the Government of New Zealand, other than those stipulated for by the said