

39. If the Contractors shall refuse or wilfully neglect to commence the mail service provided by this contract, or, having commenced the same, shall refuse or wilfully neglect to carry on the same, they shall be liable to pay to the Postmaster-General, on behalf of the Government of New Zealand, the sum of twenty-five thousand pounds as liquidated damages.

40. The Contractors shall use their best endeavours to procure the mails carried under this contract to be taken to and from San Francisco and New York free from charge, under the Postal Convention between Great Britain and the United States; and so long as the freedom of charge shall not exist, the Postmaster-General shall deduct from the payments to be made to the Contractors, a sum at the rate of one thousand pounds per annum.

41. In order to encourage trade between the United States and the Australasian Colonies, the Contractors will use their best endeavours to obtain from the United States Government a concession that *Phormium tenax* fibre, the produce of New Zealand, and wool, the produce of New Zealand, and of any other of the colonies that may make arrangements with the Postmaster-General for the carriage of mails under this contract between San Francisco and Australia, shall be admitted duty free into the United States.

42. It shall be lawful for the Postmaster-General, by writing under his hand, at any time and from time to time to delegate any of the powers vested in him by virtue of this contract to such person or persons as he may think fit.

43. The Contractors may carry mails and mail matter between the United States and the Hawaiian Islands, or between those Islands and New Zealand, on such terms as they may see fit, and may receive such payment by way of postage or subsidy as may be agreed to be paid therefor, and for this special service the Contractors alone shall receive pay. But no mails shall be carried under this contract between the said Islands and New Zealand, which do not originate in, or whose final destination shall not be, in said Islands.

44. The Contractors shall enter into a bond to the Postmaster-General, with two sufficient sureties to be approved of by him, in the penal sum of twenty-five thousand pounds, conditioned for the faithful performance of this contract.

45. It is hereby understood and agreed that wherever the word "pounds" is used in this agreement, pounds sterling, lawful money of the United Kingdom of Great Britain and Ireland, are meant.

46. This agreement is entered into by and is to bind the said William H. Webb and Ben Holladay, jointly and severally, both as co-contractors and as individuals.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

(L.S.)  
(L.S.)  
(L.S.)

JULIUS VOGEL.  
W. H. WEBB.  
BEN HOLLADAY  
(by W. H. WEBB, Attorney).

Sealed and delivered in the presence of—

[The words "United States," on the 23rd line of the 1st page, "may," on the 30th line of the 3rd page, being written on erasure, and the words "shall be" on the 19th line, and "knowingly" on the 21st line of the 10th page, and the words "upon the whole ground of complaint" on the 26th line of the 14th page being, interlined before execution.]

(L.S.) F. F. MARBURY, junr.  
(L.S.) W. GRAY.  
(L.S.) J. B. M. STEWART.

United States of America. }  
State of New York. }  
City and County of New York. }

On this seventh day of March, in the year one thousand eight hundred and seventy-one, before me, Francis F. Marbury, junr., a Public Notary in and for the State of New York, duly commissioned and sworn, dwelling in the City of New York, personally came Julius Vogel and William H. Webb, to me personally known, and known to me to be the same persons described in and who executed the annexed agreement, and severally acknowledged to me that they executed the same: And at the same time the said William H. Webb acknowledged that he executed the said instrument also as the Attorney in fact of Ben Holladay, and executed the same as and for the act and deed of Ben Holladay therein described, for the purposes therein mentioned, under and by virtue of a Power of Attorney, duly executed and acknowledged by the said Ben Holladay, to him the said William H. Webb, bearing date the tenth day of February, in the year one thousand eight hundred and seventy-one.

Witness my hand and seal of office, at the City of New York aforesaid, the day and year last above written.

(L.S.)

F. F. MARBURY, junr.,  
Notary Public, N.Y.

Her Britannic Majesty's Consulate, New York.

I, EDWARD MORTIMER ARCHIBALD, Esq., Companion of the Most Honorable Order of the Bath, Her Britannic Majesty's Consul,

DO HEREBY CERTIFY that F. F. Marbury, junior, Esquire, whose true signature and seal are respectively subscribed and affixed to the certificate hereunto annexed, was, on the day of the date thereof, a