

date herewith, made and entered into by and between the said the Honorable Charles Gavan Duffy, as Chief Secretary and Postmaster-General as aforesaid, of the first part, the Honorable Julius Vogel, as Postmaster-General as aforesaid, of the second part, and then the said William Henry Webb and Ben Holladay of the third part, for the carrying of the Mails and for a Steam Service between Victoria and San Francisco and New Zealand and San Francisco, according to the true intent and meaning thereof, as by reference to the said contract may more fully appear, then the above obligation to be null and void and of no effect, and the obligors to be fully discharged therefrom. But if the said William Henry Webb or the said Ben Holladay, or their representatives as aforesaid, or their said assigns, shall fail to keep and perform the said contract according to the true intent and meaning thereof, then this obligation to remain in full force and effect, and the above-bounden William Henry Webb and Ben Holladay, their heirs, executors, or administrators, shall pay or cause to be paid to the said the Honorable Charles Gavan Duffy and the Honorable Julius Vogel, Postmasters-General as aforesaid, or to their successor or successors in office for the time being, the above-mentioned sum of twenty-five thousand pounds sterling as aforesaid liquidated damages.

Signed, sealed, and delivered by the above-named
WILLIAM HENRY WEBB, in the presence of

Signed, sealed, and delivered by the above-named
BEN HOLLADAY,

ARTICLES OF CONTRACT made the thirteenth day of March, A.D. one thousand eight hundred and seventy-two, between the Honorable CHARLES GAVAN DUFFY, as Chief Secretary and Postmaster-General of the Colony of Victoria, and for and on behalf of the said Colony, of the first part; the Honorable JULIUS VOGEL, as Postmaster-General of the Colony of New Zealand, and a Member of the Executive Council of the said last-mentioned Colony, and for and on behalf of the same Colony, of the second part; and WILLIAM HENRY WEBB, of New York, in the United States of America, Esquire, and BEN HOLLADAY, of New York, aforesaid, Esquire, hereinafter called "the Contractors," of the third part: Witness that they, the Contractors, do, for themselves, their heirs, executors, and administrators, and each of them doth, for himself, his heirs, executors, and administrators, (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Contractors, their heirs, executors, and administrators), hereby covenant with the said Postmaster-General of the Colony of Victoria, and his successors, and with the said Postmaster-General of the Colony of New Zealand, and his successors; and also, as a separate covenant, with each of the said Postmasters-General and his successors: And each of them, the Postmaster-General of the Colony of Victoria and the Postmaster-General of the Colony of New Zealand doth, for and on behalf of the Colony for which he is now the Postmaster-General (but so far only as the covenants and agreements hereinafter contained are to be observed or performed by or are applicable to the said Colonies), hereby covenant with the Contractors, their heirs, executors, and administrators, in manner following:—

1. This contract shall come into force on the nineteenth day of September, one thousand eight hundred and seventy-two, provided it is previously ratified by a resolution of the Legislative Assembly of Victoria, and by a resolution of the House of Representatives of New Zealand respectively. And the said respective Governments shall submit the same contract to the said respective Houses of Legislature.

2. The Contractors shall, from time to time, and at all times during the period of eight years and six months, to be computed from the nineteenth day of September, one thousand eight hundred and seventy-two, and so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance hereof, provide, keep seaworthy, and in complete repair and readiness for the purpose of conveying, as hereinafter provided, all Her Majesty's Mails which shall at any time and from time to time be required to be conveyed, as hereinafter mentioned, between Victoria and San Francisco, and between San Francisco and Victoria, and between New Zealand and San Francisco, and between San Francisco and New Zealand, according to the route and in manner hereinafter provided, a sufficient number, not less than four, of good, substantial, and efficient steam-vessels of adequate power and of a capacity equal to that of the "Nevada," the "Nebraska," or the "Dacotah," and supplied with first-rate steam-engines. The service under this contract shall be called "The California, New Zealand, and Australia Mail Line."

3. In case this contract shall be ratified and come into operation, a certain agreement made the seventh day of March, one thousand eight hundred and seventy-one, at New York, in the United States of America, between the said Honorable Julius Vogel, of the one part, and the Contractors, of the other part, whereby a contract was entered into for the conveyance of Her Majesty's Mails by the Contractors between San Francisco and New Zealand, shall, from and after such coming into operation, absolutely cease and determine, without prejudice nevertheless to any then existing remedy for the breach of any of the agreements by either party therein contained.

4. That the steam-vessels to be employed under this agreement shall be of the capacity aforesaid, and 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 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, equipment, and capacity, subject in the first instance, and from time to time and at all times afterwards, to the approval of the Postmaster-General of Victoria and the Postmaster-General of New Zealand, or of such other person or persons as they