

Now the condition of the above-written bond or obligation is such that if, in case the said the Pacific Mail Steamship Company, while the whole or any part of the services by the said recited articles of agreement agreed to be performed, ought to be performed, shall not provide, or in case having provided they shall not keep seaworthy and in complete repair and readiness for the purpose of conveying for a period of eight years, to be computed from the fifteenth day of November, one thousand eight hundred and seventy-five, all Her Majesty's mails which, and all other mails which, the Postmaster-General for the time being of the Colony of New South Wales and the Postmaster-General for the time being of the Colony of New Zealand, or either of them, shall at any time or from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports, to and from the said ports of Honolulu and Kandavau, a sufficient number of, and not less than five, good substantial and efficient screw steam vessels of the first class, and fully equal to class 100, A 1, Lloyd's Register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power for a minimum continuous speed of eleven nautical miles per hour, or in case any vessel shall be employed in the said service which shall not have been approved by the Postmasters-General, or an officer or officers appointed by them for the purpose, or in case any vessel which, on any such survey as in the said recited articles of agreement mentioned, shall have been disapproved of, or in which such deficiency or defect as in the said recited articles mentioned shall have appeared, shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster-General or officer requiring the same, the said the Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, or some or one of them, or the successors, executors, or administrators of some or one of them, do and shall, in any or either of the said cases, pay unto the Postmasters-General for the time being of the said colonies the sum of twenty-five thousand pounds as and for liquidated damages, then the above-written bond or obligation shall be void, otherwise to remain in full force and virtue.

The seal of the

(L.S.) PACIFIC MAIL STEAMSHIP COMPANY
(affixed by Charles Clark, their attorney).
(L.S.) JOHN F. ÜRE.
(L.S.) JOHN L. K. JAMIESON.
(L.S.) WM. PEARCE.
(L.S.) DONALD R. MACGREGOR.

Sealed and delivered by the within-named Pacific Mail Steamship Company by Charles Clark, their attorney, and signed, sealed, and delivered by the within-named John Francis Ure, and Donald Robert Macgregor, in the presence of
JNO. MACKRELL,
Solicitor, 21, Cannon Street, London.

Signed, sealed, and delivered by the within-named John Lennox Kincaid Jamieson, and William Pearce, in the presence of
ROBERT ROSS, of Glasgow,
Notary Public (witness).

No. 3.

MR. RUSSELL to the HON. the COLONIAL SECRETARY, Wellington.

SIR,—

London, 21st August, 1875.

I have the honor to inform you that, on behalf of your Government, I have given to the Contractors for the San Francisco Mail Service permission to use the s.s. "Mikado" for one voyage from Port Chalmers, on 17th November, to Fiji, and thence to San Francisco, the service of the ship terminating there. Also to use the "Vasco di Gama" for one voyage, beginning at Sydney on the 19th November, thence to Fiji, thence to New Zealand, and thence in December *via* Fiji to San Francisco. These concessions I made at the urgent request of the Contractors, to enable them to carry on the service during the time required for getting the new boats to the several stations. In accepting the two vessels named, I have not relieved the Contractor from the penalties of the contract for want of speed, and they will be paid only for the speed actually attained, as I know the "Mikado" cannot make eleven knots throughout the voyage, and, though the "Vasco di Gama" is a fine new vessel and fast, I do not think she will be much faster than the "Mikado." I would advise the closing of the mails in New Zealand for those two voyages (November and December) one day earlier than the date fixed in the time table. I have asked Sir Daniel Cooper to make this suggestion also to the Government of New South Wales. I have given this permission to the Contractors, because without it they could not have begun the service in November, and we should have been compelled to continue the contract with the Australian Steam Navigation Company for a longer period at a higher rate and with inferior vessels. Moreover, the request on other grounds seemed to be a reasonable one, and I trust the Government will approve the course I have taken.

I have, &c.,

THOMAS RUSSELL.

The Hon. the Colonial Secretary, Wellington.