

and subject to a condition by which the Directors have stipulated that during the duration of the contract the service shall be performed to and from the port of Galway as provided for in the recited contract, and that the same shall be worked for the benefit of the people of Ireland as originally and always contemplated by the directors of the Company: AND WHEREAS it has been agreed that these presents shall be entered into and executed for the purpose of carrying the sale and purchase of the benefit of the recited contract into effect on the terms and conditions hereinafter appearing: NOW THIS INDENTURE WITNESSETH that in consideration of the premises, and for the considerations hereinafter appearing, but subject to the conditions hereinafter expressed, the Company do hereby grant assign and transfer unto the said Sidney Smith, as such Postmaster General for and on behalf of the Government of Canada, and his assigns, ALL those the recited articles of agreement of the 21st day of April 1859, and all sums of money to be payable thereunder to the Company for or in respect of the service to be performed under the recited contract, from and after the date hereof, except the service now in course of performance by the "Parana" steam vessel, and all other the benefit and advantage whatsoever of the same articles of agreement and of the contract thereby entered into between the Admiralty and the Company, and all the right title interest expectancy claim and demand whatsoever of the Company therein and thereto (all which premises are hereinafter called "the purchased premises") together with full power and authority for the said Sidney Smith or his successor in the office of Postmaster General of Canada, or his assigns, as the attorney or attorneys of the Company and either in his or their name or names or in the name of the Company, to demand, recover, receive and give receipts and discharges for the same monies, and in all other respects to enforce the recited contract and to obtain the benefit of the same and of the transfer thereof intended to be hereby made, TO HAVE RECEIVE TAKE AND ENJOY all and singular the purchased premises with the appurtenances, (but subject to the conditions hereinafter expressed) unto and by the said Sidney Smith and his successors in office and their respective assigns absolutely, but for the use and benefit of the said Government of Canada; PROVIDED ALWAYS and it is hereby agreed and declared that these presents are on this condition that these presents shall not take effect as an assignment or other disposition of the purchased premises or any part thereof, unless on or before the 19th day of July 1860 the consent of the Admiralty to the assignment intended to be hereby made of the same should be signified in writing under the hand of one of their secretaries, but on their consent being so signified these presents shall take effect as an absolute assignment of the purchased premises according to the tenor and true intent thereof; PROVIDED ALSO and it is hereby further agreed and declared and these presents are on this further condition, that if the consent of the Admiralty shall not be signified as aforesaid then on the 20th day of July 1860 these presents shall become null and void to all intents and purposes; And the Company do hereby for themselves covenant with the said Sidney Smith, his executors, administrators and assigns that the Company now are absolutely entitled at law and in equity to the recited contract and the full benefit thereof, And have not been party or privy to any act deed or thing whereby the purchased premises or any part thereof are is or can be in anyway avoided, impeached or prejudiced; AND ALSO that the Company will use their utmost reasonable endeavours to secure the consent of the Admiralty being signified as aforesaid, AND ALSO but subject to the consent of the Admiralty being signified as aforesaid That the Company now have full right and lawful and absolute authority to assign the purchased premises unto the said Sidney Smith, his executors, administrators or assigns as aforesaid, and that free and freely and absolutely discharged by the Company from all rights claims and demands whatsoever except only the liabilities hereinafter covenanted by the said Sidney Smith to be discharged; AND ALSO that the Company will not at any time before the consent of the Admiralty is signified as aforesaid make or suffer any act deed or thing whereby or by reason whereof the purchased premises or any part thereof can be in any way incumbered, impeached or otherwise prejudicially affected; AND ALSO that if the consent of the Admiralty shall be signified as aforesaid, the Company will from time to time thereafter at the request and expense of the said Sidney Smith, his executors, administrators and assigns make execute and perfect all such acts, deeds and things for the further

assurance