

accommodation of every such naval officer or person, and, also a proper and convenient place of deposit on board with secure lock and key for Her Majesty's Mails, and that each and every such officer or person shall be victualled by the Contractors as a chief cabin passenger, without any charge being made either for his passage or victualling, and that should all or any of such officers or persons require a servant, such servant shall be also provided with a proper and suitable berth, and be dully victualled by and at the cost of the Contractors without any charge being made for the same.

That Her Majesty's Mails shall be delivered and received at each and every of the places to which the said vessels are to proceed in the performance of this Contract, and that as each port or place where the said Mails are to be delivered and received, the said naval officer or person having charge of Her Majesty's Mails, shall whenever, and as often, as by him deemed practicable or necessary, be conveyed on shore and also from the shore to the vessel employed for the time being in the performance of this Contract together with or (if such officer or person consider requisite for the purposes of this Contract) without Her Majesty's Mails in a suitable and seaworthy boat, of not less than four oars to be furnished with effectual covering for the Mail bags, and properly provided, manned, and equipped by the Contractors, and that the directions of the said naval officer, or person shall in all cases be obeyed as to the mode, time, and place of receiving, and delivering Her Majesty's Mails, save and except that at New Plymouth the Mails are to be delivered into, and be received from a boat which will be sent off by the agent of the said Commissioners or the Post Office authorities, at that place when the weather permits.

That if the said Commissioners shall during the continuance of this Contract, or of any part thereof think fit to entrust the charge and custody of the Mails, to the masters of all or any of the vessels to be employed in the performance of this Contract, and in all cases when the naval officer or other person appointed by the said Commissioners to have charge of Her Majesty's Mails shall be absent, the masters of all or any of such vessels shall without any charge to the public, take due care of the said Mails, and the Contractors shall be responsible for the receipt, safe custody, and delivery of the said Mails, and each of such masters shall make the usual declaration or declarations required, or which may hereafter be required by Her Majesty's Postmaster General or such Colonial Post Office authorities in such and similar cases, and furnish such journals, returns, and information to, and as, and perform such services as the said Commissioners, or any of their agents may require, and every such master having the charge of such Mails shall himself immediately on the arrival at any of the said ports, or places of any vessel so conveying the same, deliver all Her Majesty's Mails for such port or place into the hands of the Postmaster of the port or place where such Mails are to be delivered, or into the hands of such other person as the said Commissioners shall direct and authorise to receive the same, receiving in like manner all the return or other Mails to be forwarded in due course.

That the Contractors shall not, nor shall any of the masters of any of the vessels employed or to be employed under this Contract, receive, or permit to be received, on board any of the vessels employed under this Contract, any letters for conveyance other than those duly in charge of the said naval officer or other person authorised to have charge of the said Mails, under or by virtue of this Contract or which are or may be privileged by law, and the said naval officer or other person shall report to the said Commissioners any default in this respect, and in case of any such default the Contractors shall be liable to be proceeded against for a breach of this Contract.

That if the Contractors fail to provide at any time or times such an efficient vessel, as aforesaid, ready to proceed from any of the places, from which the said Mails are to be conveyed in accordance with the terms of this Contract, at the duly appointed day, hour, or time, then, and in each case, and as often as the same shall happen, the Contractors shall forfeit, and pay unto Her Majesty, Her Heirs, and Successors, the sum of one hundred pounds, and also the further sum of one hundred pounds for every successive day which shall elapse until such a vessel shall actually proceed to sea on her voyage with Her Majesty's Mails on board, in the performance of this contract. Provided that, such penalty shall accrue, and be levied in respect of one of the said places only, for each monthly service to be performed under this Contract. And in case any vessel employed in the performance of this Contract, shall in breach of this Contract, not start, or shall delay starting, at the appointed time, or shall put back, or return into port after starting, or shall stop or linger on her voyage, or shall deviate from the direct course (except from stress of weather, or other unavoidable circumstances) without the sanction in each and every case of the officer or other person authorised to have the charge of the said Mails, then, and in each, and every of such cases, and as often as the same shall happen, the Contractors shall forfeit and pay unto Her Majesty, Her Heirs, and Successors, the sum of one hundred pounds, and also the further sum of one hundred pounds for every day during which she shall not start or shall delay starting, or shall remain in port after any such return thereto: BUT NEVERTHELESS, so that the Contractors shall not in any case be liable to any penalties under this Contract, if the default be proved to the satisfaction of the said Commissioners, to have arisen from circumstances over which the Contractors and their servants, had not, and could not have had any control. Provided also, that in the event of the Mails from England not arriving at Sydney at any time, or from time to time, within forty-eight hours after the time appointed for the arrival thereof, the Contractors shall be at liberty, to despatch the said vessels on their return voyage, without such Mails, and in all such cases the Contractors shall not be liable for any penalties arising from such detention of forty-eight hours, or for proceeding without such said Mails or to any deductions from the amount of subsidy payable by virtue of this Contract.

That every naval officer or other person authorised to have the charge of the said Mails, shall either alone, or with such other persons as he may consider necessary, have full power and authority, as often as he may deem it requisite, to examine and survey in such manner, and with the assistance of such persons as he may think proper, any of the vessels employed or to be employed in the performance of this Contract, and the hulls, machinery, and equipments, and crew thereof, on his

First-class cabin, &c., to be provided for officer with place for deposit of Mails.

Officer to be victualled and his servant be provided for by Contractors.

Mails to be delivered and received at all places to which vessels proceed, and officer to be conveyed to and from the shore, and directions of officer obeyed as to mode, &c., of receiving and delivering Mails.

At New Plymouth Mails to be delivered into and received from a boat.

Admiralty may entrust Mails to master of vessel, who is to make usual declaration, and receive and deliver Mails, &c.

Contractors not to receive on board any other letters than those in charge under this Contract.

Penalties for not putting to sea at day and hour appointed, or departure delayed.

When Contractors not liable to penalties.

If Mails do not arrive at Sydney within 48 hours after the time appointed for the arrival thereof, vessels may be despatched on their return voyage without Mails.

Naval officer in charge of Mails, may survey, vessels, &c., and deficiency to be remedied under penalty of 20%.