

*Conditions referred to as marked A.*

1. Every vessel employed in this service must call on the voyage, in both directions, at King George's Sound and at Melbourne.

2. The mails must be conveyed from Point de Galle to Sydney in 516 hours, and from Sydney to Point de Galle in 564 hours, exclusive of stoppages, the duration of which will be fixed by the Postmaster-General.

3. Under the term "Her Majesty's Mails," are comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the post, without regard either to the place to which they may be addressed, or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the Post office.

4. A premium of fifty pounds to be given for every complete period of twenty-four hours by which the time occupied in any voyage from Point de Galle to Sydney may be less than that allowed under the contract.

5. A penalty of five hundred pounds to be incurred on each occasion when the contractors fail in providing a vessel, in accordance with their contract, ready to put to sea at the appointed time, and a further penalty of one hundred pounds for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not in the aggregate exceed the part of the subsidy applicable to a single voyage, plus a sum of two thousand pounds. The contractors also to be subject to a penalty of two hundred pounds for every complete period of twenty-four hours consumed on any voyage, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

6. The payment by the contractors of any penalties shall in no way prejudice the right of the Postmaster-General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the contract.

7. The contractors to supply, during the continuance of the contract, and to the satisfaction of the Postmaster-General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service within the time stipulated in the tender.

8. The Postmaster-General to have power to require that the vessels to be used for the purposes of the contract shall be built on plans previously approved of by the Lords of the Admiralty.

9. The vessels to be always supplied 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, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and a sufficient crew of engineers, able seamen and other men.

10. The vessels to be subject at all times to survey by officers in the employment of the Admiralty or Post Office, and any defect discovered on such survey to be immediately made good by the contractors; failing which, the vessel to be considered unfit for use, and the contractors to become liable to the penalties named in the 5th condition. The survey to extend not only to the vessels themselves, but also to the officers, engineers, crew, machinery, and every thing which the contractors are bound to provide.

11. The days and hours of departure and arrival at each port to be fixed by the Postmaster-General, and to be subject to alteration, from time to time, by him, on a notice to the contractors of three months. The Postmaster-General also to have power, by an order to the commander, to delay the departure of any vessel, from any port, for a period not exceeding 24 hours, and to delegate this power to any person to whom he may think fit to entrust it.

12. On giving reasonable notice to the contractors, the Postmaster-General to be at liberty otherwise to modify the service to be performed, as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports, or to extend the conveyance of mails to other ports, or to discontinue the conveyance of mails to any port. The amount to be paid or deducted for any alteration to be settled by agreement, or failing that, by arbitration in the usual manner.

13. The contractors to provide, to the satisfaction of the Postmaster-General, a separate and convenient place of deposit for the mails on board each vessel.

14. Should the Postmaster-General require it, a room for the purpose of sorting and making up the mails to be also provided, to the satisfaction of the Postmaster-General, on board each vessel. The actual cost of erecting this sorting-room, and of providing the necessary furniture, lamps, &c., to be defrayed by the Postmaster-General, but the furniture and lamps to be cleansed and kept in repair, and oil for the lamps to be supplied, at the cost of the contractors. The services of the crew to be given in the conveyance of the mails between the mail-room and the sorting-room.

15. Proper accommodation and mess to be provided for an officer of the Royal Navy in charge of the mails, and also, if required, for his servant. The Postmaster-General to have power to substitute for a naval officer and his servant, a civil officer of the Post Office to take charge of the mails and to be employed in sorting them, together with an assistant or servant. The naval or civil officers to be victualled and otherwise treated as chief cabin passengers, and assistants and servants as fore cabin passengers; and, whilst the packet stays at any port to or from which the mails are conveyed, to be all allowed to remain on board.

16. At each port where the mails are to be delivered or received, the officer having charge of them shall, whenever he may deem it necessary, be conveyed to and from the shore, with or without the mails (as he may desire), in a suitable boat of not less than four oars, to be furnished with effectual covering for the mails, and to be properly manned and equipped.

17. The contractors and all commanding and other officers of the vessels which may be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall, at all times during the continuance of the contract, punctually attend to the orders of the Postmaster-General or of any of his officers or agents, as to the mode, time, and place of embarking and disembarking mails.

18. Should the Postmaster-General at any time deem it expedient to place the mails, or any part