

due care of, and the said Contractor shall be responsible for the receipt, safe custody, and delivery of, the said mails. And each of such masters or commanders shall make the usual oath or declaration or declarations required, or which may hereafter be required, by such Postmaster-General in such and similar cases, and furnish such journals, returns, and information, and perform such services, as such Postmaster-General or his agents may require. And every such master or commander or officer duly authorized by him having the charge of mails shall himself, immediately on the arrival of any such vessel at any of the said ports or places, deliver from the vessel's side, at such time and place as the Postmaster or other person as next after mentioned shall require, all mails for such port or place into the hands of such Postmaster or such other person at the said port or place as the said Postmaster-General shall authorize to receive the same, receiving in like manner all the return or other mails to be forwarded in due course.

26. That the said Contractor, and all commanding and other officers of the vessels employed in the performance of this agreement, and all agents, seamen, and servants of the said Contractor, shall at all times punctually attend to the orders and directions of the said Postmaster-General, his officers or agents, as to the mode, time, and place of landing, delivering, and receiving of mails, subject as herein mentioned.

27. That all and every the sums of money hereby stipulated to be paid by the said Contractor unto Her Majesty, her heirs and successors, shall be considered as stipulated or ascertained damages, whether any damage or loss have or have not been sustained, and shall and may be retained by the said Postmaster-General out of any moneys payable or which may thereafter become payable to the said Contractor, or the payment may be enforced as a debt due to Her Majesty, with full costs of suit, at the discretion of the said Postmaster-General. Provided, however, that the payment by the said Contractor of any sums of money (by way of penalties) shall not in any manner prejudice the right of the said Postmaster-General to treat the failure (if any) on the part of the said Contractor to put to sea with a proper vessel, or to perform any voyage at or within the times in the said table respectively mentioned, as a breach of this agreement.

28. That should it be deemed by the said Postmaster-General, his officers, or agents, requisite for the public service, that any vessel to be employed under this agreement should at any time or times delay her departure from any port from which the mails are to be conveyed under this agreement, beyond the period appointed for her departure therefrom, the said Postmaster-General, his officers or agents, shall have power to order such delay (not, however, exceeding twelve hours), by letter addressed by him or them to and delivered to the master of any such vessel, or the person acting as such, or left for him on board the vessel not less than six hours before the period appointed for her departure, and such letter shall be deemed a sufficient authority for such detention; but if by reason of such detention the steamer so detained should fail to deliver the mail at the appointed time and place, then the penalty herein provided for such failure shall not be enforced.

29. That it shall be lawful for the said Postmaster-General, at any time, and from time to time, to delegate any of the powers vested in him by virtue of these presents to such person or persons as he shall think fit.

30. That for the purpose of ensuring the due fulfilment of this agreement by the said Contractor or his agents, he shall lodge the sum of one thousand pounds with the Oriental Banking Corporation in Sydney to the credit of the Postmaster-General of New Zealand; and that of this sum five hundred pounds shall be returned on the departure from Sydney of the first steam vessel in pursuance of this contract, and the remaining five hundred pounds shall be returned on the completion to the satisfaction of the said Postmaster-General of this agreement.

31. Provided that if this agreement should be continued beyond the first term of twelve months, the said Postmaster-General may, on the commencement of the extended agreement, and on receipt of other satisfactory security to the extent of one thousand pounds, return the balance of five hundred pounds aforesaid.

32. That the said Postmaster-General shall be the sole judge as to whether any breaches of this contract have arisen from causes beyond the control of the said Contractor or his agents, and whether any or what amount of penalty shall be deducted from the said sum of one thousand pounds deposited as aforesaid.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Time Table for the Mail Service by the Californian, New Zealand, and Australian Mail Line of Packets.

INWARDS:

To leave San Francisco on the 10th day of each month, commencing on the 10th day of April next.

OUTWARDS:

To leave Sydney.
26th March, 1870.
27th April, 1870.
28th May, 1870.
30th June, 1870.

To leave Auckland.
2nd April, 1870.
4th May, 1870.
4th June, 1870.
7th July, 1870.

And each month following to leave Sydney on the last day of the month, and to leave Auckland on the 7th of the following month.