

mentioned may call, as hereinafter provided, or any of such ports, within the times and in the manner provided for.

3. So long as the whole or any part of the services hereby agreed to be performed in pursuance of this contract ought to be performed, the company shall and will provide, and keep seaworthy and in complete repair and readiness for such a purpose, the steam-vessels now in the possession of the company, known by the names of the "Ruapehu," "Tongariro," "Aorangi," "Kaikoura," and "Rimutaka," respectively, and any other steam-vessels that may from time to time be lawfully used for the purposes of this contract: Provided that should any of the said steam-vessels become disabled through tempestuous weather, or by reason of accident beyond the control of the company, the company may provide and equip a steam-vessel or steam-vessels as a substitute or substitutes, capable of performing the voyage within the time specified, and any substitute vessel shall not (except in any special case with the permission in writing of the Postmaster-General) be of less gross tonnage than 2,500 tons, and all the provisions of this contract, so far as applicable, shall extend to any such substitute vessel as aforesaid during the period she is necessarily used for that purpose.

4. The said steam-vessels, and all other steam-vessels to be employed under this contract, shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, and all other necessary nautical and other appliances necessary for equipping the said vessels and rendering them constantly efficient for the performance of the voyages within the times hereinafter specified and for the service hereby agreed to be performed, and also manned and provided with competent and legally-qualified officers, the master having ample experience in command of screw steam-vessels, and with a sufficient number of efficient engineers and a sufficient crew of able seamen and other men, and with a competent surgeon.

5. The Postmaster-General shall have full power, whenever and as often as he thinks requisite, by any of his officers or agents, to survey all or any of such vessels and the hulls thereof, and the engines, machinery, and tackle, boats, and all other nautical and other appliances as aforesaid; and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the company; and for the purposes aforesaid the said vessels shall, if necessary, be opened in their hulls whenever the Postmaster-General or any of his officers or agents may require.

6. If any such vessel or any part thereof, or any engines, machinery, tackle, boats, or nautical or other appliances as aforesaid, shall on any such survey be declared by the officers or agents of the Postmaster-General to be unseaworthy or not adapted to the service hereby agreed to be performed, every vessel which shall be so disapproved of, or in which such deficiency or defect shall appear, shall be deemed insufficient for any service hereby agreed to be performed, and shall not be again employed in the conveyance of mails until such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster-General or his officer or agent requiring the same.

7. The company shall provide, to the satisfaction of the Postmaster-General, on board all steam-vessels employed under this contract, safe and convenient places, secured against vermin, and otherwise secured, as places of deposit for the mails, with all necessary locks and fastenings, and shall be liable for all damage or injury to any of the mails from whatever cause the same may arise (except fire, the act of God, or the Queen's enemies).

8. The company shall also, when required, provide, to the satisfaction of the Postmaster-General, necessary and suitable accommodation, including lights, for the purpose of sorting and making-up the mails on board the said vessels employed under this contract, and, on being required to do so by the Postmaster-General, shall erect or set up in each of the said vessels a separate and convenient room for such purposes, with all necessary furniture, lamps, fittings, and other conveniences, all of which shall be kept cleansed and kept in repair, and the oil for the lamps supplied, from time to time by the servants of and at the cost of the company. The master of each of the said vessels shall also, if required, provide assistance for conveying the mails between the mail-room and the sorting-room without charge.

9. The company shall be responsible for the safe custody of all mails (except as before provided), and the master shall, on its behalf, do all things necessary for the safe delivery of such mails and every part thereof, and also for obtaining proper receipts or acknowledgments for such delivery; and, upon being required thereto by the Postmaster-General or by the Postmaster-General of Great Britain, or any of the officers or agents of either of such Postmasters-General, the master or any of the officers of any of the said steam-vessels shall make any postal declaration required by any law or regulations relating to the postal services of Great Britain or of the Colony of New Zealand.

10. The master of every such steam-vessel shall also, on being required by the Postmaster-General, furnish an abstract of the said vessel's log, and also certificates or other documents showing the prompt and due delivery of mails to the proper authorities.

11. In case of the loss of any of the mails by wreck of any mail-vessel or otherwise, the company shall, with all possible despatch, at their own cost, do all such acts and take all such measures as may be reasonably done to recover the mails so lost.

12. The mails shall be conveyed once in every four weeks in each year between Plymouth aforesaid and either of the Ports of Auckland, Wellington, Lyttelton, or Port Chalmers (hereinafter referred to as "New Zealand ports"), and in the same manner between one of the New Zealand ports and Plymouth, and the vessels employed shall leave a New Zealand port and Plymouth on the days and times to be appointed by the Postmaster-General, and the days or times so appointed may be varied or altered as the Postmaster-General shall think fit: Provided that the dates of final despatch from a New Zealand port and Plymouth respectively shall alternate with the days of the despatch of the mails by the San Francisco service so long as that service in its present or any modified condition shall be continued, the intent being that regular fortnightly mail communication, as nearly as possible, between New Zealand and the United Kingdom shall be maintained: Provided also, that if the Postmaster-General or his agent shall at any time deem it