

requisite for the public service that any vessel should be delayed beyond the appointed time of departure, it shall be lawful for the Postmaster-General, or his agent, to order such delay, not exceeding twenty-four hours, at either the final port of departure from New Zealand or Plymouth, by letter addressed to and delivered to the commander of the vessel, or the person acting as such, or left for him at the office of the contractor in the port or on board the vessel three hours at least before the hour appointed for departure. Payment for such detention to be at the rate of £200 for the said period of twenty-four hours.

13. The service shall commence with the despatch of the " " from Plymouth on the day of , and with the despatch of the " " from a New Zealand port on the day of .

14. Any of the vessels employed under this contract may on the route from Plymouth to a New Zealand port, or on the route from a New Zealand port to Plymouth, call at any intermediate port or ports for coaling or other purposes.

15. For the conveyance of mails under this contract the Postmaster-General will pay to the company at the following rates: Letters, 12s. per lb.; packets, 1s. per lb.; newspapers, 6d. per lb. And all moneys payable hereunder shall be paid quarterly, at Christchurch, in the said colony, or at such other place as may from time to time be agreed upon; the first quarter's payment to commence on the day of , 188 , subject to the provisions of this contract: Provided that the payments hereby agreed to be made shall be open to be reconsidered in the event of the Postmaster-General of Great Britain, or his department, retaining for that department more than the equivalent of the British inland rate of postage on the outward correspondence, or deciding to allow the colony a larger share of the outward postages, or in case of the Colony of New Zealand proposing to reduce its rates of postage; but such reconsideration shall only take effect after the Postmaster-General has given six calendar months' previous notice in writing to the company of his intention so to do. And it is hereby agreed that all mail matter posted in New Zealand between the date of despatch of the San Francisco mail and the departure of the vessels under this contract shall, unless specially addressed to be forwarded by another route, be sent by such contract vessels. This shall also apply to correspondence posted in the United Kingdom and Ireland, so far as the Postmaster-General of New Zealand may be able to influence the Imperial Post Office authorities: Provided that nothing in this clause shall be deemed to give the company any claim against the Postmaster-General in the event of the postal authorities in Great Britain sending any such mail matter by a different route.

16. The mails shall be safely conveyed from Plymouth to a New Zealand port in 1,080 hours, and from a New Zealand port to Plymouth in 1,008 hours, such respective periods to be calculated from the times appointed for the departure of the mail respectively from Plymouth or the final port of departure in New Zealand.

17. If, during the continuance of this contract, the mails shall be conveyed within the periods hereinbefore specified, then there shall be paid to the company, for each hour less than the number of hours within which the mails are so required to be conveyed, the sum of five pounds (£5) over and above any moneys payable hereunder; and if the time occupied in so conveying the mails is in excess of the said number of hours, then the moneys hereby made payable shall be reduced by four pounds (£4) for every hour so in excess: Provided that the Postmaster-General shall have power to remit all or any part of such reduction if he shall be satisfied that the delay in conveying the mail was attributable to causes over which the company had no control.

18. If, from any cause whatever, at any time or times during the continuance of this contract, one of the said steam-vessels shall not be at Plymouth and at a New Zealand port respectively ready to put to sea in due time to perform the services hereby contracted to be performed, the company shall pay, as and by way of liquidated damages, to the Postmaster-General, for the use of the Government of the colony, in respect of every mail that shall be delayed by reason of such default, a sum of two hundred pounds (£200), and the further sum of fifty pounds (£50) for every successive twenty-four hours which shall elapse between the time at which the mail shall be appointed to leave the port and the time at which the vessel conveying the same shall actually leave the port; whether the vessel shall be one of those hereinbefore specially named, or any other vessel which the Postmaster-General may employ, or sanction being employed, for the purpose: Provided that the Postmaster-General shall have the same power of remission or reduction of any such sum hereby made payable as under like circumstances those mentioned in the last preceding clause hereof: Provided also that the maximum penalty for any one month shall not exceed one thousand pounds (£1,000.)

19. So long as the efficient performance of the services hereby contracted for are not interfered with, the company may carry mails for any other country or colony at rates not less than those payable by the Postmaster-General hereunder, or such other rates as may from time to time be approved by the Postmaster-General; but the company shall have no claim against the Postmaster-General or the Government of New Zealand to any postage, nor to any money on account thereof, for mails carried in any vessel employed under this contract, or on account of any services rendered, except as herein specially agreed to be paid.

20. The company shall, when required, provide suitable first-class accommodation for a Mail Officer or Agent on board each of the steam-vessels employed under this contract, and such Officer or Agent shall be entitled to such accommodation, and shall be victualled by the company, as a chief-cabin passenger, without charge either for passage or victualling, and whilst the vessel stays at any port except the Port of Plymouth or a New Zealand port.

21. Every such Mail Officer or Agent shall be recognized by the company and its officers as the Agent of the Postmaster-General, and as having full authority in all cases to require a due and strict performance of this contract: Provided that no such Officer or Agent shall have power to interfere with any master or officer of any of the vessels employed under this contract in the performance of his duty, and every such Officer and Agent shall be subject to all general orders