

*Expense of conveying Mails.*

14. The Contractor at its own expense shall deliver and take the mails to and from the steamers and the post-office or other convenient place as the Minister appoints at the terminal or other ports from and to which the mails are to be conveyed, and the officer having charge of them, in suitable boats furnished with suitable coverings for the mails and properly equipped and manned, and shall from time to time convey the officers or agents of the Minister to and from the steamers and the shore at any of the said ports as often as may be necessary in the execution of their duties.

*Minister may delay Sailings.*

15. The Minister, by letter addressed to the commander of the vessel delivered to him or to any person appearing to be in charge of the vessel, or left for him at the office of the Contractor in the port or on board the vessel three hours at least before the time appointed for departure, shall in case of need, and for the purpose of duly forwarding such mails as may be required, have the right to delay the sailing of any of the said steamships for the space of twenty-four hours: Provided always that in the case of any vessel being delayed at the port of Auckland in pursuance of this clause the Minister shall pay demurrage to the Contractor at the rate of five pounds (£5) per hour for every hour during which the vessel is delayed after the first six hours.

*Definition of "Mails."*

16. The expression "mails" for the purpose of this agreement shall be deemed to mean and include all boxes, bags, or packets of letters, post-cards, newspapers, parcels, books, or printed matter, and all other articles which under the Post and Telegraph Act and Postal Regulations of New Zealand for the time being in force are transmissible by post in New Zealand, without regard to place either of origin or destination, and also all empty bags, empty boxes, and other receptacles, stores, and articles used or to be used in carrying on the Post Office service or which shall ordinarily be sent by or to or from the Post Office.

*Conveyance of Letters other than H.M. Mails.*

17. The Contractor shall not, nor shall the master or officers of any of the said steamships, receive or permit to be received on board of any of such steamships at any New Zealand port any letters for conveyance other than those contained in His Majesty's mails, or which are or may be privileged by the law, nor the mails of any other country except such as may be specified by the Minister for the time being; and the said Contractor shall in all respects be subject to all the postal laws of New Zealand and all the regulations lawfully made thereunder.

*Explosives.*

18. The Contractor shall not convey in any steamship employed by them under this agreement any nitro-glycerine or any other article which shall have been proclaimed as an explosive or explosive substance, or shall have been legally declared specially dangerous, or shall be so declared by the Minister by notice in writing.

*Assignment.*

19. This agreement shall not, nor shall any right or interest therein, be assigned, underlet, or otherwise disposed of without the consent in writing of the Minister to such assignment having been first obtained.

*Traffic Returns.*

20. The Contractor shall from time to time furnish to the Minister full and complete copies of the manifests of the cargoes and lists of the passengers carried by each of the said steamships on its outward and its homeward voyages, certified by the proper Customs officials, and also such other documents, information, and evidence as may be reasonably required by the Minister to show the volume, extent, and value of the trade carried on by the said steamships, and such other Customs certificates, documents, and evidence as may be necessary or as may be reasonably required by the Minister to prove the performance of the service herein contracted for, and to enable the Minister to judge as to whether this agreement is being properly and faithfully carried out and performed; and the furnishing of such certificates, documents, information, and other evidence as hereinbefore specified shall be a condition precedent to the payment of the subsidy hereinafter provided, or any portion thereof.

*British Subjects.*

21. It is further understood and agreed by the Contractor that two-thirds of the total number of officers, engineers, stewards, crew, or other employees whatsoever upon the steamships engaged in the performance of the service herein contracted for shall be British subjects; but the non-observance of this clause shall not constitute a violation of this contract in such individual cases as may from time to time be approved by the Minister in writing.

*Subsidy.*

22. The Minister shall pay to the Contractor, subject to its faithful performance of all covenants, agreements, and stipulations to be performed on their part pursuant to this agreement, a subsidy of twenty thousand pounds (£20,000) per annum in proportionate instalments for each and every round trip performed by each of the said steamships in accordance with the intention of this agreement: Provided, however, that no amount of instalments of subsidy shall be payable at any time unless it appears to the satisfaction of the Minister that up to the time of such payment there has been no breach on the part of the Contractor of any of the covenants, provisions, or stipulations of this agreement;