

Speed of vessels.

That on the average of each voyage of each of the said vessels the speed thereof under this Contract shall not be less than eight knots an hour, and the said vessels also shall comply with the provisions of the Contract.

Departure of vessels from England.

Time of departure from New Zealand or Sydney.

That for commencing the said service two of such vessels of five hundred tons each, so approved of, and equipped, and manned as aforesaid, shall leave England within one calendar month from the date hereof, and proceed to such port or ports in New Zealand as the Contractors shall think fit, and the two others of such vessels so approved of, and equipped, and manned as aforesaid, shall leave England within the month of August next ensuing, one of which, namely that of eight hundred tons shall proceed direct to Sydney or Auckland at the option of the Contractors, and the other of such vessels shall proceed direct to Melbourne or Sydney, or to any port or place in New Zealand, at the option of the Contractors, and such vessel of eight hundred tons shall be at Sydney or Auckland at the option of the Contractors, in readiness to proceed, and shall proceed with Her Majesty's Mails on board, from Sydney to New Zealand or from Auckland to Sydney, as the case may be, within four calendar months from the date of her departure from England, or as soon after as practicable; and one of the smaller vessels of five hundred tons shall be at Nelson previously, so as to carry on the Mails on the arrival of the said ship of eight hundred tons at Nelson, and one of such vessels so approved of, and equipped, and manned as aforesaid, and with Her Majesty's Mails on board, shall, subject to the contingencies herein provided for, leave Sydney on the arrival of the Mail from England in the month of November, and one other of such vessels shall, subject as aforesaid, leave Nelson not later than the month of November next, and shall respectively convey Her Majesty's Mails in accordance with the terms of this Contract.

Vessels shall delay their departure if deemed expedient by the Admiralty, or Colonial Post-Office authorities or their agents.

That should it be deemed expedient by the said Commissioners, or by the said Colonial Post-office authorities, or any of their authorised agents for the public service, that any vessel employed under this Contract should delay her departure from each or either of the places in the said tables mentioned or referred to, or from any place from which Mails may have to be conveyed under this Contract, beyond the periods at which any of the said vessels ought to leave the same, according to the terms of this Contract, the said Commissioners, or such authorities or authorised agents, shall have and be at liberty to order such delay, not however exceeding twenty-four hours, by letter addressed by their Secretary, or other officer or agent, to the Master of any such vessel, or person acting as such, and which shall be deemed a sufficient authority for such detention, anything herein contained to the contrary thereof notwithstanding.

In case of stress of weather, &c., officer in charge of Mails may alter course of vessels.

That if at any time or times, owing to stress of weather or any other unavoidable circumstances, any vessels employed in the performance of this Contract shall not be able, in the opinion of the officer or person having charge of Her Majesty's Mails, to reach in due course any of the places to which she ought to proceed under this Contract, the same officer or person may and shall give such directions in writing and make such alterations for the particular case as shall seem most expedient to him for the performance of the service, and any directions or orders which he may give in such cases shall be strictly obeyed by the Master of every such vessel, who shall insert such alterations and the reason thereof, in his log-book, which shall, whenever required, be produced to the said Commissioners or to any of their officers or agents. That the Contractors shall and will, from time to time, and at all times during the continuance of this Contract, make such alterations or improvements in the construction, equipment, and machinery of the vessels which shall be used in the performance of this Contract as the advanced state of science may suggest and the said Commissioners may direct; and that if at any time during the continuance of this Contract the progress of science should enable the vessels employed in the performance of this Contract to be propelled at a much greater speed than hereinbefore provided, the said Commissioners may (if they think fit) order such necessary improvements to be made, granting such compensation to the Contractors as may by arbitration be determined to be due for the increased expenditure (if any) arising from the making of such improvements.

Vessels, &c., to be altered as Admiralty may think necessary.

Contractors always to have vessels ready, and, in case of being disabled, to replace same.

That the Contractor shall at all times, during the continuance of this Contract, have in constant readiness for the due execution of the service hereby contracted to be performed, vessels equal in number and of not less tonnage and efficiency than those hereinbefore stipulated to be provided, and shall in every case of any of the said vessels becoming disabled, as soon as practicable, at their own cost and charge, replace the same by good and efficient vessels of similar tonnage, obtained by hire or otherwise.

Officer appointed by Admiralty and servant to be received on board, and former considered as agent of Admiralty, with authority to require due execution of Contract, and determine as to sea or putting into harbour, or assisting vessel in distress, &c. Decision of officer to be final, unless Admiralty on appeal decide otherwise.

That the Contractors shall receive and allow to remain on board each of the said vessels, so to be and while employed in the performance of this Contract, and also while remaining at each or either of the Ports or places for return Mails, and with or without Mails in charge, an officer in Her Majesty's Navy, or other person to be appointed by the said Commissioners to take charge of the said Mails, and also a servant of the said officer or person, if required; and that every such officer or person shall be recognised and considered by the Contractors and their officers, agents, and seamen, as the agent of the said Commissioners in charge of Her Majesty's Mails, and as having full authority in all cases to require a due and strict execution of this Contract on the part of the Contractors, their officers, servants, and agents, and to determine every question, whenever arising, relative to proceeding to sea or putting into harbour, or to the necessity of stopping to assist any vessel in distress, or to save human life, and that the decision of such officer or person, as aforesaid, shall in each and every of such cases be final and binding on the Contractors, unless the said Commissioners, on appeal by the Contractors, shall think proper to decide otherwise; but it is understood the above expression—"to determine every question" shall not confer upon such officer or person the power of compulsion in such cases.

That a suitable first-class cabin, with appropriate bed, bedding, and furniture, shall, at the cost of the Contractors be provided and appropriated by them, for, and to the exclusive use and for the sole