

Admiralty, by agents, may survey vessels, &c., and if vessel, &c., unseaworthy, or alterations required, not to be employed until alterations, &c., made to satisfaction of Admiralty under penalty of 500*l*.

Contractors and their agents, &c., to attend to orders of Admiralty or officers as to landing, &c., Mails.

Sums to be forfeited or paid by Contractors to be considered stipulated damages.

When accidents to vessels and Mails conveyed in others.

Small packages to be received on board as Admiralty, &c., may direct.

Limited quantity of stores to be conveyed and delivered, at rates as for private goods, on two days' notice, and Contractors to be responsible for the same.

Admiralty at liberty to alter ports of departure and arrival in Australia and New Zealand.

And to alter times of departure and arrival of vessels.

giving reasonable notice in writing, to the master for the time being of the vessel about to be examined, or to the person acting as such, of his intention so to do, and if any defect or deficiency be ascertained, and notice thereof in writing be given to such master or person, and if the master shall not immediately or as soon as practicable, thereon, remedy, replace, or effectually repair or make good every such defect or deficiency, the Contractors shall in every such case, forfeit and pay to Her Majesty, Her Heirs, and Successors, the sum of two hundred pounds, but the payment of such penalty, shall not in anywise release or discharge the Contractors from remedying, replacing, or effectually repairing, or making good such deficiency, or defect, or from being considered to have committed a breach of this Contract. And that the said Commissioners shall also have full power whenever, and as often as they may deem it requisite to survey by any of their officers or agents all or any of the vessels employed, and to be employed in the performance of this Contract, and the hulls thereof, and the engines, machinery, furniture, tackle, and apparel stores, equipments, and the officers, engineers, and crew of every such vessel: the said vessels to be opened in their hulls, whenever the said officers or agents may require, and if any such vessels or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, shall on any such survey be declared by any of such officers or agents, unseaworthy or not adapted to the service hereby contracted, to be performed, or if the said Commissioners shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof, in order to keep pace with the more advanced state of science, every vessel which shall be disapproved of, or in which such deficiency, defect, or want of improvement, shall appear, shall be deemed inefficient for any service hereby contracted, to be performed, and shall not be employed again in the conveyance of Her Majesty's Mails, until such defect or deficiency shall have been repaired or supplied or the alterations, or improvements as the case may be, shall have been made to the satisfaction of the said Commissioners, and if employed before such defect or deficiency shall have been repaired or supplied, or such alterations, or improvements as the case may be, shall have been made to the satisfaction of the said Commissioners, the Contractors shall forfeit and pay to Her Majesty, Her Heirs, and Successors, the sum of five hundred pounds. Provided nevertheless that a reasonable time shall be allowed to the Contractors for effecting the alterations, improvements, and repairs, hereinbefore mentioned.

That the Contractors and all commanding, and other officers of the vessels to be employed in the performance of this Contract, and all agents, seamen, and servants, of the Contractors shall at all times during the continuance of this Contract punctually attend to the orders and directions of the said Commissioners or of any of their officers or agents, as to the landing, delivering, and receiving Her Majesty's Mails.

That all and every the sums of money hereby stipulated to be forfeited and paid by the Contractors unto Her Majesty, Her Heirs, and Successors shall be considered as stipulated or ascertained damages, and shall, and may be deducted and retained out of any monies payable, or which may thereafter be payable to the Contractors, or the payment thereof as well as of all other sum and sums of money which may be payable by the Contractors under or by virtue, or in consequence of this Contract may be enforced as a debt due to Her Majesty, with full costs of suit and the same shall be recoverable in any one of Her Majesty's Courts in the United Kingdom of Great Britain and Ireland, or in any of Her Majesty's Colonies or possessions abroad.

That in the event of any accident occurring to the hull or machinery of any one or more of the said vessels arising from circumstances over which the Contractors and their servants had not and could not have had any control, and that in consequence thereof the Mails should be carried on or conveyed by any of Her Majesty's vessels or any vessel employed by the Colonial Authorities, a deduction or abatement is to be made from the Contract service money, at the rate of seven shillings and six pence per nautical mile, for the distance which the Mails may have been so conveyed, such distance to be ascertained and determined by the Hydrographer of the said Commissioners, and such amount shall be recoverable as a debt due to Her Majesty with full costs of suit or be deducted and retained as aforesaid.

That the Contractors shall and will receive on board each and every of the said vessels employed in the performance of this Contract, any number of small packages containing astronomical instruments or charts, and convey and deliver the same to, from, and between the ports or places to or from which the said Mails are to be conveyed in the performance of this Contract, when and as often as directed by the British naval officer in command, at any port where any of the said vessels may touch, free from all costs and charges, and also shall and will receive on board each and every of the said vessels, and convey and deliver to, from, and between the said ports or places, any naval or other stores not exceeding ten tons in weight, at any one time, in any one vessel, at the rate of freight charged by the Contractors for private goods, on receiving from the said Commissioners or any of their officers or agents two days' previous notice of its being the intention to have such stores so conveyed, and that the Contractors shall in all cases be strictly responsible for the due custody and safe delivery of the said packages, articles, and stores.

That if, at any time or times during the continuance of this Contract, the said Commissioners shall deem it requisite to alter the places in Australia and New Zealand, or either of such Colonies, from and to which Her Majesty's Mails are to be conveyed by the Contractors, or the particular days, times, and hours of departure from, and arrival at, all or any of the ports or places to or from which Her Majesty's Mails are to be conveyed, under or by virtue of this Contract, the said Commissioners shall be at liberty at any time or times, or from time to time, to alter the places, days, times, and hours of departure and arrival, on giving a timely notice in writing of such their intention to the Contractors; and the places and the particular days, times, and hours of departure from, and arrival at, such ports or places which