

Sydney, and Melbourne, *via* Panama and New Zealand, at the rates following, namely, at the rate of £ , subject to the several conditions marked A, and to an abatement at the rate of £ per annum, in case no accommodation should be required for a Naval Officer in charge of the mails.

In the event of the tender being accepted, we engage that the vessels above mentioned shall be ready for survey on the day or respective days above mentioned for that purpose, in failure of which we agree to pay to Her Majesty the sum of £10 for every vessel from the day she ought to be ready for survey, for every day during which she shall not be ready for such survey; and we also engage that such vessels shall be complete for sea on the day or respective days above mentioned for that purpose, in failure of which we agree to pay to Her Majesty the sum of £10 for every vessel from the day on which she ought to have been complete for sea, for every day during which she shall not be complete for sea.

And we hereby agree with the said Commissioners to commence the said service from Great Britain on the day of , and from Sydney on the day of , and in the event of such service not being commenced on such days, we hereby agree to pay to Her Majesty the sum of £100 for every day from those days respectively until the said services shall be commenced by us. And we hereby agree that such respective sums of £10, £10, and £100 are to be considered not as penalties, but as liquidated damages, and payable whether any damage shall or shall not be sustained by reason of all or any one or more of such failures, or in the event of any one or more of such failures the said Commissioners shall have the option of determining any agreement for such service by us.

And we do hereby agree to execute a contract according to the said conditions marked A, and for the performance of the said service by not less than the above number of vessels, to be approved of as in the said conditions mentioned.

We are, &c.,

*Signatures.*  
*Address.*

The Secretary of the Admiralty.

N.B.—All tenders to be made upon this printed form, and they are to be addressed to the Secretary of the Admiralty, at Somerset-place, with the words "Tender for the Conveyance of Mails," and "Comptroller of Transport Service," in the left hand corner of the envelope, and no tender will be received unless it be made precisely according to the preceding printed form. Any conditions or alterations which the party tendering may wish to suggest, must be added to the tender, either at the end of the printed form, or by a separate letter at the time of making the tender.

### CONDITIONS OF THE TENDERS

To be received for a Contract for the Conveyance of Her Majesty's Mails to and from Sydney and Melbourne, *via* Panama and New Zealand.

(*Referred to as marked A*).

1. The contractors must engage to convey Her Majesty's Mails and Despatches, monthly, each way between Great Britain and Sydney, *via* Panama and New Zealand, by a sufficient number of full power steam-vessels. The contractors must also make provision for conveying to and from Sydney and Melbourne the letters of Victoria and the other Australian colonies.

2. It is to be stated at what intermediate port or ports between great Britain and Panama and between Panama and Australia it may be in contemplation to call.

3. It must be stated at what time the contractors will be prepared to commence the service from Australia and from Great Britain under the penalties hereinafter provided for.

4. The contractors must engage to supply, during the continuance of the contract, a sufficient number of vessels for the performance of the contract, and these vessels are to be subject at all proper times to survey by officers in the employment of the Admiralty; and any defect discovered on such survey to be immediately made good by the contractors. This survey to extend to the crew, officers, and engineers, and machinery, as well as to the hull of the vessel; and it is to be understood that no vessel is to be employed under this contract until she shall have been surveyed by the Admiralty in hull and machinery, tried under weigh, and finally approved by their Lordships.

5. The vessels to be always supplied and furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means of extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be requisite and necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed, and also manned and provided with legally qualified and competent officers, and a sufficient crew of able seamen and other men.

6. The said Commissioners are to have the power of ordering the vessels to be so arranged and constructed for the purposes of the contract as they may consider suitable; and may require the designs and plans of all vessels to be built for the performance of the contract to be submitted to them previously to their construction.