

7. Proper accommodation to be provided, free of expense, for the naval officer in charge of the mails; but the parties tendering are at liberty to state what deduction they would make in the event of this condition not being required.

8. The said Commissioners may, at their option, substitute for the naval officer an officer of the Post Office and his assistant, to be employed in sorting the mails on board the packets. They may also require the contractors to erect a suitable sorting-room on board each of the vessels employed between Great Britain and Sydney, such sorting-room to be not less than 10 feet by 8 feet, and 6 feet in height.

9. The tenders must specify the maximum number of days between the departure of the mail from Great Britain and its arrival at Melbourne, and from Melbourne and its arrival in the United Kingdom respectively, but in no case must the voyage out or home exceed 55 days in the whole, exclusive of the transit across the Isthmus. Although, however, 55 days are fixed as the maximum time for performing the service to and from Melbourne, proposals embracing a shorter time will receive favourable consideration.

10. The days and hours of departure from each port are to be fixed by the said Commissioners, and may be altered from time to time by them, on giving three months' notice to the contractors; it being understood that the departures will be so arranged as to alternate fortnightly with the mails by the Suez route.

11. A penalty of £500 to be incurred when the contractors fail in providing a vessel, in accordance with their agreement, ready to put to sea at the appointed hour; and also the sum of £100 for every successive day which shall elapse until such steam vessel shall actually proceed to sea; and also £10 per hour for every hour consumed on the voyage beyond the total number of days stipulated in the contract as the period within which the respective voyages will be completed, either outward or homeward; but so that the full amount of such penalties on any one voyage shall never exceed the proportion of the subsidy applicable to such voyage; and penalties for overtime will not be enforced if it be shown to the satisfaction of their Lordships that the delay has arisen from causes over which the contractors have not and could not have any control.

12. A premium of £50 will be given for every day less than the total number of days occupied in the voyage.

13. The mails shall be conveyed in the said vessels, and be delivered and received at each of the places to which the said vessels are to proceed in the performance of the contract; and, at each port or place where the said mails are to be delivered and received, the agent having charge of them shall, whenever and as often as by him deemed practicable or necessary, be conveyed on shore, and also from the shore to the vessel employed in the performance of the contract, together with, or if necessary for the performance of the duties of such agent, without Her Majesty's Mails, in a suitable and seaworthy boat of not less than four oars, to be furnished with effectual covering for the mail bags, and to be provided and properly manned and equipped by the contractors; and the directions of such agent shall in all cases be obeyed, as to the mode, time, and place of receiving and delivering Her Majesty's Mails.

14. Should the said Commissioners deem it expedient to place the said mails and despatches in charge of the master or commander of any of the said vessels, the said master or commander shall take the usual Post Office oath or declaration, and furnish such journal returns and information, and perform such services, as the said Commissioners or their agent may require, and be responsible for the due receipt and delivery of the said mail and despatches.

15. The contractors shall not receive or permit to be received on board any of the vessels employed under the contract, any letters for conveyance other than those duly in charge of the said naval officer, or which are or may be privileged by law, the said naval officer to report any default in this respect; and in case of any such default, the contractors shall be liable to be proceeded against for a breach of the contract.

16. The whole postage of all letters conveyed in the vessels employed under the contract is to be at the disposal of Her Majesty's Postmaster-General.

17. The contractors and all commanding and other officers of the vessels to be employed in the performance of the contract, and all agents, seamen, and servants of the contractors, shall at all times during the continuance of the contract, punctually attend to the orders and directions of the said Commissioners, or any of their officers or agents, as to the landing, delivering and receiving Her Majesty's Mails; and all and every the sums of money 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 by the said Commissioners out of any monies payable, or which may thereafter be payable to the contractors, or the payment may be enforced, with full costs of suit, at the discretion of the said Commissioners.

18. The contractors shall and will, when and as often as in writing they or the masters of their respective vessels shall be required so to do by the said Commissioners, or by any naval or other officer or agent acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommodation to be provided for him or them), receive and provide for, victual and convey on board each, every, or any of the vessels to be employed in the performance of the contract, for the whole or any portion of the voyages of the said vessels (in addition to the naval officer authorised to have the charge of the said mails), any naval, military, or civil officers in the service of her Majesty, not exceeding four, and also their wives and children as chief-cabin passengers, and any non-commissioned or warrant officers, or civilians in her Majesty's service, not exceeding two, with their wives and children, as fore-cabin passengers, and any number of seamen, marines, or soldiers in her Majesty's service, not exceeding ten, with their wives and children, as deck passengers, to be effectually protected from sun, rain, and bad