

allowed for the voyages between New Zealand and Panama either way. And that no alteration to be made under this Clause shall involve the employment of any more vessels than suffice for the service, as specified in Table No. 1 to this contract, or compel the departure of any vessel from Panama without allowing a reasonable time for the landing at and transshipment from Colon and embarkation at Panama of the Mails and passengers' baggage arriving at Colon by the vessels of the West India Mail Company. And that if at any time he shall desire to alter the particular days, times or hours of departure from, or arrival at, any of the ports or places on the interprovincial service under this Agreement, he shall be at liberty to do so on giving three calendar months' previous notice in writing to the principal agent of the Company in New Zealand: Provided that such last-mentioned alteration do not necessitate any greater speed than eight nautical miles per hour, nor lessen the time during which any vessel may remain at any port of call, arrival or departure.

*The Postmaster-General may at any time otherwise modify the services, as stated on reasonable notice to the Company, and on certain considerations.*

9. That if any time or times the Postmaster-General shall desire otherwise to modify the services hereby agreed to be performed (as, for example, to increase the frequency of the conveyance of Mails between any of the ports or places between which such Mails are to be conveyed under this Agreement, or to extend the conveyance of such Mails to any other ports or places not specified in this Agreement), he shall be at liberty so to do on giving reasonable notice to the Company, and on paying to them for all increased or extended services resulting from such modification such further consideration as may be mutually agreed upon between the Company and the Postmaster-General, or, failing such mutual agreement, by arbitration in the manner hereinafter expressed.

*The services as altered under the two preceding clauses, to be deemed for the time being those to be performed under this Agreement.*

10. That the particular ports of departure and arrival, the particular days, times and hours of departure from, and arrival at, any ports or places and all other services, if any, which may be appointed by any alteration under either of the two preceding clauses, shall for the time being be deemed to be the ports, days, times and hours, of departure and arrival of Mails and other services under this Agreement, and shall be observed and kept by the Company accordingly: and these Articles and everything therein contained shall apply thereto as if the same had been originally named herein, and in the Tables hereto annexed.

*Penalties for not sailing from Wellington or Panama in due time.*

11. That if the Company shall at any appointed day and hour, and at either of the ports named in Table No. 1, fail to put an efficient vessel to sea, in accordance with the terms of this Agreement, then, and so often as the same shall happen, the Company shall forfeit and pay unto Her Majesty, her heirs and successors, for the benefit of the Postal Revenue of the Colony of New Zealand, the sum of £10 per hour for the first 24 hours, and the further sum of £5 per hour for every hour after the first 24 hours which shall elapse until such a vessel actually proceeds to sea on her voyage in performance of this Agreement; but so that the whole amount of such penalty shall not for any one voyage exceed the sum of £2625: And provided that the payment of any such sum shall not be enforced against the Company if it be shown by them, to the satisfaction of the Postmaster-General, that the default has arisen from causes over which they had not and could not have had any control. And it is hereby declared that in the event of the loss of or damage to any vessel belonging to the Company, the Company shall be at liberty to substitute any suitable vessel that can be hired for the purpose.

*An Officer or Officers to remain on board the Vessels on the New Zealand and Panama Service, and to take charge of Mails.*

12. That the Company shall receive and allow to remain on board each of the vessels, while employed in the performance of the service comprised in Table No. 1, and also while remaining at any of the ports or places named in the said Table No. 1, whether with or without Mails on board, two officers in the service of the Postmaster-General, or a single such officer and his servant, to have charge of the said Mails.

*A first class cabin, with bed and bedding, to be provided for such Mail officers; also a proper place for the deposit of the Mails. The officers to be victualled by the Company as chief cabin passengers, and their assistance or servants (when permitted) as fore-cabin passengers.*

13. That a suitable first-class cabin, with appropriate bed, bedding and furniture, shall at the cost of the Company, be provided, and appropriated by them for the exclusive use and accommodation of every such single Mail officer, or for the joint but otherwise exclusive use and accommodation of such Mail Officers if two: And also (to the satisfaction of the Postmaster-General) a proper and convenient place of deposit on board, with secure lock and key for the Mails: And that every of the said officers shall be victualled by the Company as a chief-cabin passenger, without any charge either for his passage or victualling: And that, should any such single officer require an assistant or servant, such assistant or servant shall also be provided with a proper and suitable berth, and be duly victualled by and at the cost of the Company as a fore-cabin passenger, without any charge being made for the same.

*The Company to provide suitable accommodation for sorting and making up the mails, and, if required to erect a sorting-room. Crew to assist in conveying Mails between the mail-room and sorting-room.*

14. That the Company shall provide on board each of the vessels to be employed under this Agreement in the service between New Zealand and Panama all necessary and suitable accommo-