

dation, to the satisfaction of the Postmaster-General, for the purpose of sorting and making up the Mails thereby conveyed: And on being required by the Postmaster-General so to do, will at at their own cost, erect on each of such vessels a separate and convenient room for such purpose: And that the crew of each of the said vessels shall assist in conveying the Mails between the mail-room and the sorting-room (if any) to be erected as aforesaid, or other separate sorting-room used as such for the time being.

*Company to convey the Mail officers on shore.*

15. That at each port or place named in Table No. 1 the Mail officer or officers shall, whenever and as often as by him or them shall be deemed practicable or necessary, and either with or without such assistant or servant as aforesaid, be conveyed on shore, and also from the shore to the vessel employed for the time being in the performance of this Agreement, together with or (if such officer or officers shall consider it requisite for the purposes of this Agreement so to do) without Mails in a suitable and seaworthy boat of not less than four oars, to be furnished with effectual covering for the Mails, and properly provided, manned and equipped by the Company, and the directions of such officer or officers shall in all cases be obeyed as to the mode, time, and place of receiving and delivering such Mails.

*The Postmaster-General may entrust the masters or commanders of the vessels with the custody of the Mails. The Master or commander to deliver the Mails to the Postmaster of the port or place where they are to be delivered.*

16. That as often as the Postmaster-General, during the continuance of this Agreement, shall think fit to entrust the charge and custody of the Mails to the master or commander of any vessel to be employed for the time being in the performance of this Agreement, and in all cases where the officer or other person appointed to have charge of the Mails shall be absent, the master or commander of such vessel shall without any charge (other than that herein provided to be paid to the Company), take due care of, and the Company shall be responsible for the receipt, safe custody and delivery of the said Mails. And each of such masters or commanders shall make the usual oath or declaration or declarations required or which may hereafter be required, by the Postmaster-General in such and similar cases, and furnish such journals, returns and information, and perform such services as the Postmaster-General or his agents may require. And every such master or commander, or officer duly authorised by him, having the charge of Mails, shall himself, immediately on the arrival of any such vessel at any of the said ports or places deliver all Mails for such port or place into the hands of the Postmaster or such other person at the same port or place as the Postmaster-General shall authorise to receive the same, receiving in like manner all the return or other Mails to be forwarded in due course.

*The Company not to receive on board any letters for conveyance other than those in charge of the Mail officers, &c.*

17. That the Company shall not, nor shall any of the masters of any of the vessels employed or to be employed under this Agreement, receive or permit to be received on board any of the vessels employed under this Agreement, any letters for conveyance other than those duly in charge of the said Mail officer or officers, or other person authorised to have charge of the said Mails, or which are or may be privileged by law, nor any Mails for conveyance on behalf of any other British colony or any foreign country, without the consent of the Postmaster-General. And the said Mail officer or officers, or other person, shall report to the Postmaster-General any default in these respects, and in case of any such default, the Company shall be liable to be proceeded against for a breach of this Agreement.

*Powers for the Postmaster-General or his officers to survey the vessel, &c.*

18. That the Postmaster-General shall have full power, whenever and as often as he may deem it requisite, to survey by any of his officers or agents, all or any of the vessels employed and to be employed in the performance of this Agreement, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, boats, stores, equipments, and the officers, engineers and crew of every such vessel, and that for the purposes aforesaid the said vessels shall (if necessary) be opened in their hulls whenever the said officers or agents may require. And if any of 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 agreed to be performed, every vessel which shall be disapproved of, or in which such deficiency or defect shall appear, shall be deemed inefficient for any service hereby agreed to be performed, and shall not be again employed in the conveyance of Mails until such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster-General.

*The Company, &c., to attend to the orders of the Postmaster-General officers as to delivering and receiving the Mails.*

19. That the Company and all commanding and other officers of the vessels employed in the performance of this Agreement, and all agents, seamen and servants of the Company, shall at all times punctually attend to the orders and directions of the Postmaster-General, his officers or agents, as to the mode, time and place of landing, delivering, and receiving Mails.

*The sums payable by the Company to be considered as stipulated damages.*

20. And that all and every the sums of money hereby stipulated to be paid by the Company unto Her Majesty, her heirs and successors, shall be considered as stipulated or ascertained damages, whether any damage or loss have or have not been sustained and shall and may be retained by the Postmaster-General out of any monies payable or which may thereafter become payable to the Company, or the payment may be enforced as a debt due to Her Majesty, with