

such duration as shall be from time to time fixed by the Postmaster-General for the time being, not exceeding on any voyage thirty (30) hours, and that the Company shall convey the said mails from Wellington to Sydney and from Sydney to Wellington, as the case may be, in the same vessel which has conveyed the mails from Panama to Wellington, or is about to convey the mails from Wellington to Panama, as the case may be.

7. And it is hereby agreed that if the Company shall fail to deliver the said mails either at the Port of Panama or at the Port of Wellington in six hundred and fifty (650) hours from the time of departure from the other of those ports, then, and so often as the same shall happen, the Company shall forfeit and pay to Her Majesty, Her heirs and successors, for the benefit of the Postal Revenue of the Colony of New Zealand, in the case of a voyage between Wellington and Panama, or between Panama and Wellington, the sum of fifty pounds (£50) for every complete period of twenty-four hours consumed beyond the period hereinbefore specified: Provided always that the full amount of such sums payable on any voyage shall never exceed the sum of one thousand three hundred and twelve pounds ten shillings (£1,312 10s.) for a voyage either way between Wellington and Panama. And if the Company shall on any voyage fail to convey the said mails between the Port of Sydney and the Port of Wellington, each way, within one hundred and fifty-six (156) hours from the departure of the vessel carrying such mails from such Ports respectively, or if any vessel arriving from Panama at the Port of Wellington with mails shall be detained at Wellington for any time longer than that fixed by the Postmaster-General for the stoppage of such vessels for the reception and delivery of mails at Wellington, the Company shall forfeit and pay to Her Majesty, her heirs and successors, for the benefit of the Postal Revenue of the Colony of New Zealand for every complete period of twelve hours consumed beyond such period of one hundred and fifty-six (156) hours the sum of fifty pounds (£50), and also for every complete period of six (6) hours during which such vessel shall be detained at Wellington beyond the period fixed by the said Postmaster-General of New Zealand the sum of twenty-five pounds (£25): Provided further that the payment of any such sums respectively shall not be enforced against the Company, if it be shown by them to the satisfaction of the Postmaster-General, that the delay has arisen from causes over which they had not and could not have any control.

8. That there shall be paid to the Company for every complete period of twenty-four hours of arrival within the time hereby covenanted for conveyance of mails, a premium of fifty pounds (£50) in the case of any voyage between Panama and Wellington.

9. If at any time or times the Postmaster-General shall desire to alter the particular days, times, or hours of departure from and arrival at any of the ports or places to or from which Her Majesty's Mails are to be conveyed under this Agreement, he shall be at liberty so to do on giving three (3) calendar months notice in writing of such his desire to the Company, and from the expiration of such notice the days, times, and hours specified in such notice shall be deemed for the purposes of this contract to be substituted for the days, times, and hours specified in this contract and the Time Table hereto, provided such alterations do not necessitate an increase of speed, and it is expressly agreed that such alteration of days, times, and hours shall not otherwise affect this contract or the terms and conditions thereof, or give the Company any claim to any increase of payment.

10. That if at 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), or to discontinue the conveyance of mails to any port, he shall be at liberty so to do on giving reasonable notice to the agent of the Company at Wellington, and on paying to the Company for all increased or extended services resulting from such modification such further consideration, or in case of any decreased service therefrom resulting, such reduced 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.

11. 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 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 Table hereto annexed.

12. That if the Company shall at any day and hour appointed in the Time Table hereto annexed, and at any of the ports appointed or named in the said Time Table, or at any of the several ports or places at which an efficient vessel ought to be provided, 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 five pounds (£5) per hour for the first twenty-four (24) hours, and the further sum of two pounds ten shillings (£2 10s.) per hour for every hour after the first twenty-four hours (24) 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 (the passage between Sydney, Wellington, and Panama, and the passage between Panama, Wellington, and Sydney, either way, to be deemed one voyage) exceed the sum of one thousand three hundred and twelve pounds ten shillings (£1,312 10s.) 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 equally suitable vessel (to be approved by the Postmaster-General) that can be hired for the purpose.

13. 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 the Time Table hereto annexed, and also while remaining at any of the ports or places named in the said Table, whether with or without mails.