

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.

14. That a suitable first-class cabin, with appropriate bed, bedding, and furniture, to the satisfaction of the Postmaster-General, 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, lined with iron and 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. Every such officer shall be recognized and considered by the Company, their officers, agents, and seamen, as the agent of the Postmaster-General in charge of mails, and as having full authority in all cases to require a due and strict performance of this Agreement on the part of the Company, their officers, servants, and agents, and to determine so far as relates to the levying of penalties, every question whenever arising relative to the time of proceeding to sea or putting into harbour, or the necessity of stopping to assist any vessel in distress, or to save human life: Provided however that the words "to determine every question" shall not confer upon such officer the power of control over the commander of the vessel conveying the said mails.

15. That the Company shall provide on board each of the vessels to be employed under this Agreement in the service between Sydney, New Zealand, and Panama, all necessary and suitable accommodation, including lighting, to the satisfaction of the Postmaster-General, for the purpose of sorting and making up the mails thereby conveyed. And on being required by such Postmaster-General so to do, will, 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.

16. That at each port or place named in the said Time Table, the mail officer or officers shall free of charge and with all possible expedition whenever and as often as by him or them shall be deemed practicable or necessary for the public service, 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 that 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.

17. 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 such Postmaster-General in such and similar cases, and furnish such journals, returns, and information, and perform such services as such Postmaster-General or his agents may require. And every such master or commander or officer duly authorized 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 said port or place as the Postmaster-General shall authorize to receive the same, receiving in like manner all the return or other mails to be forwarded in due course.

18. 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 authorized 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.

19. That the Postmaster-General shall have full power whenever and so often as he may deem it requisite to survey by any competent person he may appoint, 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 such competent person shall 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 shown by such Inspector to be 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 insufficient 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 said Postmaster-General.

20. 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 of mails.