

of the said colonies, or for the Government of whichever of the said colonies may be affected by such default, as the case may be), in respect of every mail that shall be delayed by reason of any such default as aforesaid, the sum of three hundred pounds, and the further sum of one hundred pounds for every day which shall elapse between the time at which the mail shall be appointed to leave the port of departure, and the time at which the vessel conveying the same shall leave the port: Provided always that the Postmasters-General shall have power to remit or reduce any of the sums payable as in this clause mentioned, if they shall be satisfied that any such default as aforesaid was attributable to causes over which the Contractors had no control.

9. The mails, whether carried in through-going vessels or transhipped as aforesaid, shall be safely conveyed from San Francisco to Sydney and from Sydney to San Francisco within six hundred hours, and from San Francisco to Auckland and from Auckland to San Francisco within five hundred and forty-six hours, and from San Francisco to Port Chalmers and from Port Chalmers to San Francisco within six hundred and seventy-one hours, the times aforesaid to be calculated from the times appointed for the departure of the mail respectively, unless any vessel shall be delayed in consequence of the mail not being ready for embarkation in due time either at San Francisco or at Sydney or in New Zealand, in which case the time shall be calculated from the time of the mail being ready for delivery at the port where the delay shall take place. The Contractors admit and agree that in the times above named sufficient times have been allowed for coaling and stoppages at Honolulu and Kandavau and the ports of New Zealand respectively. The Contractors shall not be relieved or discharged of their liability or responsibility under this contract, by reason of any branch mail vessel not reaching Kandavau in time to forward its mail by the through-going vessel; and in case of the loss of any of the mails by wreck of any mail vessel or otherwise, the Contractors shall with all possible despatch, at their own cost, do all such acts and take all such measures as may be reasonably done and taken to recover the mails so lost; and the Contractors shall be liable for all damage or injury to any of the mails, from whatever cause the same may arise or happen, except fire, the act of God, or the Queen's enemies.

10. For the conveyance of each mail from San Francisco to Sydney, and *vice versa*, the Postmaster-General of New South Wales will pay to the Contractors at Sydney as follows, *videlicet*:—If the mail shall be conveyed within six hundred hours as aforesaid, the sum of one thousand five hundred and thirty-eight pounds nine shillings and twopence; but if the mail shall not be so conveyed, then in lieu thereof one of the lesser sums of money as mentioned in Schedule A hereunder written, according to the time within which the mail shall be conveyed. And if the time occupied in conveying the mail shall exceed seven hundred and eight hours, then the sum lastly mentioned in the said schedule to be paid shall be reduced in the proportion of two pounds for every hour in excess of seven hundred and eight hours occupied in conveying the mail. The times aforesaid to be computed as mentioned in clause No. 9 of these presents.

11. For the conveyance of each mail from San Francisco to New Zealand, and *vice versa*, the Postmaster-General of New Zealand will pay to the Contractors at Wellington as follows, *videlicet*:—If the mail from San Francisco to New Zealand shall be conveyed from San Francisco to Auckland within five hundred and forty-six hours, and shall also be conveyed from San Francisco to Port Chalmers within six hundred and seventy-one hours, or from New Zealand to San Francisco shall be conveyed from Port Chalmers to San Francisco within six hundred and seventy-one hours as aforesaid, as the case may be, then the sum of one thousand five hundred and thirty-eight pounds nine shillings and twopence; but if the mail shall not be so conveyed, then in lieu thereof one of the lesser sums of money as mentioned in Schedule B hereunder written, according to the time within which the mail shall be so conveyed. And if the time occupied in so conveying the mail shall exceed seven hundred and eighty-five hours, then the sum lastly mentioned in the said Schedule B to be paid shall be reduced in the proportion of two pounds for every hour in excess of seven hundred and eighty-five hours occupied in so conveying the mail. The times aforesaid to be computed as mentioned in clause No. 9 of these presents.

12. For each and every mail which the Contractors shall deliver at Sydney twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster-General of New South Wales the sum of twenty-five pounds; and for each and every mail which the Contractors shall deliver at Auckland twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster-General of New Zealand the sum of twenty-five pounds.

13. The sums payable to the Contractors under the three last preceding clauses shall be in full satisfaction for all services rendered under this contract, including the receipt, conveyance, and delivery, by the Contractors, of the mails to and from Honolulu and Kandavau respectively, and shall be payable, at the respective Treasuries in the places appointed for payment, to an agent to be appointed by the Contractors at each of those places to receive the same respectively, immediately after the due delivery of each mail, or the advice of such delivery, shall be received: Provided always that the provisions hereinbefore contained for payment for the conveyance of mails otherwise than within the times stipulated for in clause No. 9 of these presents, shall not be deemed or construed to relieve the Contractors from liability for default in the due performance of the stipulations contained in the same clause, or to disentitle the Postmasters-General to determine this contract, under clause No. 24 of these presents, on account of any such default, it being hereby expressly agreed that the performance of the service hereby contracted to be performed within the times mentioned in clause No. 9 of these presents shall be deemed and held to be the essence of this contract.

14. The Colonies of New South Wales and New Zealand, or either of them, shall be entitled to retain to their or its own use respectively, any subsidy allowed to them or either of them by the Government of the United Kingdom of Great Britain and Ireland, and to retain and divide between them equally any subsidy or payment which may be agreed to be paid by any other Australasian Colony or Dependency for the conveyance of mails over the aforesaid routes, after deducting any payments made or expenses (if any) incurred by the Postmasters-General, or either of them, for the conveying mails to or from either of the ports or places hereinbefore appointed for the receipt or