

transmissible by the post, without regard either to the place to which they may be addressed or to that in which they may have originated, and all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office Service which shall be sent by or to or from the Post Office, are agreed to be comprehended) which shall at any time and from time to time by the Postmaster-General or any of his officers or agents be required to be conveyed, as hereinafter provided, between Melbourne in Victoria, and Point de Galle in Ceylon, by way of and calling at King George's Sound, in the Colony of Western Australia, and also, if required so to do, at any time or times hereafter, by the Postmaster-General, by way of and calling at Glenelg, in the Province of South Australia, a sufficient number of good, substantial, and efficient steam vessels of adequate power, and supplied with first-rate appropriate steam engines.

2. Every vessel carrying mails under this Agreement shall, on entering Port Phillip Bay, in Victoria, weather permitting, stop to deliver alongside the vessel the Geelong mails at Queenscliff.

3. That the vessels to be employed under this Agreement shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means of extinguishing fire, lightning conductors, charts, chronometers, nautical instruments, and whatsoever else may be requisite for equipping the said vessels, and rendering them constantly efficient for the service hereby agreed to be performed, and also manned and provided with competent officers with appropriate certificates, granted pursuant to the Act or Acts of the Imperial Parliament of Great Britain and Ireland in force for the time being relative to the granting of certificates to officers in the Merchant Service, and with a sufficient number of efficient engineers and a sufficient crew of able seamen and other men, to be in all respects, as to vessels, engines, equipment, officers, engineers, and crew, subject in the first instance and from time to time and at all times afterwards to the approval of the Postmaster-General or of such person or persons as he shall at any time or times or from time to time authorize to inspect and examine the same.

4. The Company shall provide, to the satisfaction of the Postmaster-General, on board all vessels employed to carry mails under this Agreement, proper, safe, vermin-proof, and convenient places of deposit for the mails, with locks, keys and secure fastenings.

5. That one of such vessels so approved, equipped, and manned as aforesaid shall, once in every twenty-eight days, and on such days and at such hours as shall be fixed by the Postmaster-General upon or after the day hereinafter appointed for the commencement of this Agreement (until and unless any other days or hours shall, under the proviso herein in that behalf contained, be substituted instead thereof), and immediately after the mails are embarked, put to sea from the ports of Melbourne and Point de Galle respectively, and the Company shall convey in such vessels to and from and cause to be delivered and received at such of the ports or places hereinbefore mentioned all such mails as shall or may be tendered or delivered to or received by the Company or any of their agents, officers, or servants by or from or under the direction of the Postmaster-General or any of his officers or agents.

6. That 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 mails are to be conveyed under this Agreement, he shall be at liberty so to do on giving three calendar months' previous notice in writing of such his desire to the Company, and the Company shall observe, perform, fulfil, and keep such altered days, times, and hours.

7. That should it be deemed by the Postmaster-General requisite for the public service that any vessel to be employed under this Agreement should at any time or times delay her departure from any port from which the mails are to be conveyed under this Agreement beyond the period appointed for her departure therefrom, the Postmaster-General, his officers or agents, shall have power to order such delay (not however exceeding twenty-four hours), by letter addressed by him or them to the master of any such vessel or person acting as such, and which shall be deemed a sufficient authority for such detention.

8. That the Company shall convey the said mails from Point de Galle by way of and calling at King George's Sound and Glenelg to Melbourne in five hundred and sixteen hours, but if not calling at Glenelg then in five hundred and four hours; and from Melbourne by way of and calling at Glenelg and King George's Sound to Point de Galle in four hundred and eighty-five hours, but if not calling at Glenelg then in four hundred and sixty-one hours, which several periods or portions of time are exclusive of stoppages for the purpose of the delivery and reception of mails, the duration of which shall not exceed twenty-four hours at King George's Sound and twelve hours at Glenelg: And it is hereby agreed that if the Company shall fail to deliver the said mails at Melbourne from Point de Galle by way of and calling at Glenelg in five hundred and sixteen hours, but if not calling at Glenelg in five hundred and four hours, or at Point de Galle from Melbourne by way of and calling at Glenelg in four hundred and eighty-five hours, but if not calling at Glenelg then in four hundred and sixty-one hours, then or in any of such cases, and so often as the same shall happen, the Company shall forfeit and pay to Her Majesty, Her heirs and successors, the sum of one hundred pounds for every complete period of twenty-four hours consumed on the respective voyages beyond the periods hereinbefore respectively specified: Provided always that the full amount of such sums payable on any one voyage shall never exceed the portion of the sum of the subsidy hereinafter agreed to be paid by the Postmaster-General as applicable to such voyage; and provided further 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 delay has arisen from causes over which they had not and could not have had any control.

9. The Postmaster-General doth hereby agree to pay to the Company a premium of fifty pounds for every complete period of twenty-four hours by which the time occupied by any voyage shall be less than four hundred and eighty-five hours from Melbourne to Point de Galle by way of Glenelg and King George's Sound, or four hundred and sixty-one hours if not calling at Glenelg, and five hundred and sixteen hours from Point de Galle to Melbourne by way of and calling at King George's Sound and Glenelg, or five hundred and four hours if not calling at Glenelg.