

6. The Contractors at their own expense shall deliver and take the mails to and from the shore at convenient places, to be from time to time appointed by the Postmasters-General respectively in the respective ports (except Napier), where the mails are to be delivered or received; also shall convey the same and the officers having charge of them to and from the shore, as may be necessary, in suitable boats, furnished with suitable coverings for the mails, and properly equipped and manned; and shall from time to time convey the officers or agents of the Postmasters-General respectively to and from the shore at any of the said ports as often as may be necessary in the execution of their duties respectively, in the event of a suitable boat not being conveniently obtainable from the shore for the purpose.

7. If either of the said Postmasters-General or their respective officers or agents shall at any time deem it requisite for the public service that any vessel should be detained beyond the appointed time of departure, it shall be lawful for either of the Postmasters-General or such officers or agents to order such delay, not exceeding forty-eight hours at San Francisco and not exceeding twenty-four hours at Sydney or twenty-four hours at any other port, by letter addressed to and delivered to the commander of the vessel, or the person acting as such, or left for him at the office of the Contractors, in the port or on board the vessel, three hours at least before the hour appointed for departure. If, when the through mail vessel going to San Francisco shall be ready to leave the port of Kandavau, the branch mail vessel shall not have arrived from Sydney, the through-going mail vessel shall wait at Kandavau for the arrival of the other vessel, but not exceeding seventy-two hours from the time of arrival there of the through-going vessel. And in order to insure the due carrying of the mails from San Francisco, the Contractors, without any such notice, shall delay any vessel (if necessary) seven days, to await the arrival of the English mails from New York for Australia or New Zealand. The Postmaster-General of New Zealand shall be at liberty from time to time to vary the times of departure of the mails at and from the ports in New Zealand, but not so as to vary the times of departure from the port of Auckland more than twenty-four hours, without the consent of the Postmaster-General of New South Wales.

8. If from any cause whatsoever, at any time or times hereafter, one of the vessels aforesaid shall not be at the ports of departure of San Francisco, Sydney, and Port Chalmers respectively, ready to put to sea in due time to perform the services hereby contracted to be performed, the Contractors shall pay, as and by way of liquidated damages, to each or either of the Postmasters-General affected by such default, as the case may be (for the use of the Governments of the said colonies respectively, 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 two hundred and fifty pounds, and the further sum of fifty pounds for every successive twenty-four hours 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, whether such vessel shall be one of those aforesaid, or any other vessel which the Postmasters-General, or either of them, shall think fit to employ or to sanction being employed for the purpose: Provided always that each or either of the Postmasters-General shall have power to remit or reduce any of the sums payable as in this clause mentioned, if he 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 and forty-eight hours, and from San Francisco to Auckland and from Auckland to San Francisco within five hundred and ninety-one hours, and from San Francisco to Port Chalmers and from Port Chalmers to San Francisco within seven hundred and twenty-two 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 or to receive its mail from 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 and forty-eight hours as aforesaid, the sum of one thousand seven hundred and twenty-nine pounds sixteen 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 the number of hours lastly mentioned in the said schedule, then the sum lastly also mentioned in the said schedule to be paid shall be reduced in the proportion of four 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: Provided always that the Postmaster-General of New South Wales shall have power to remit all or any part of the said reduction of four pounds per hour if he shall be satisfied that the delay in conveying the mail was attributable to causes over which the Contractors had no control.

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 ninety-one hours, and shall also be conveyed from San Francisco to Port Chalmers within