

Auckland as aforesaid, the master of each of the said steamships shall receive on board the said steamship from the postmaster at San Francisco, and take charge and custody of all mails required to be forwarded from San Francisco to the respective ports of Honolulu, Auckland, and Sydney, and shall receive and take on board at Honolulu all mails intended so to be sent from thence to the Ports of Auckland and Sydney respectively; and shall also receive and take on board at Auckland all mails intended to be sent from thence to the Port of Sydney; and shall safely carry and convey all and every the said mails to the several ports at which they are to be delivered; and shall, upon arrival at each of the said respective ports, immediately deliver from the ship's side to the postmaster, or other person authorized by him to receive the same, the mails intended to be delivered at such port; and shall duly make all declarations and sign all receipts for the mails as may be required by law, or by the custom of the place at which the same shall be put on board the said steamship, or delivered therefrom. And the Company shall be responsible for the receipt, safe custody, and carriage of all mails put on board each of the said steamships on each of the said return voyages from the Port of San Francisco to the Ports of Honolulu, Auckland, and Sydney, and for the due delivery at each of the said ports of the mails to be carried, and conveyed, and delivered at each of the said ports. The act of God, the Queen's enemies, pirates, fire, and all perils of the sea excepted.

8. If the Company are unable to despatch upon any of the said voyages any one of the said steamships, the "Macgregor," the "Mikado," the "Cyphrenes," or the "City of Melbourne," the Company shall instead despatch another steam vessel of equal capacity, if such a vessel can be procured by the Company on reasonable terms; and if such a vessel cannot be so procured, the Company may despatch one of their own steamships, the steam vessel so to be despatched to be approved of by the Postmaster-General of New South Wales in that behalf, in which event all and every these presents shall be read and considered as if the name of the steamship which may be substituted as aforesaid had been written in place of the vessel in place of which it is substituted: it being, however, hereby expressly declared that the foregoing proviso is not to be read or considered in any way as giving the Company the option of sending, at their own will and pleasure, any steamship in the place and stead of either of the said steamships, the "Macgregor," the "Mikado," the "Cyphrenes," or the "City of Melbourne," but only that the Company may do so if absolutely prevented from despatching any one of the said steamships, the "Macgregor," the "Mikado," the "Cyphrenes," or the "City of Melbourne," on any voyage upon which one of such steamships should have been despatched under the agreement, by causes over which the Company have no control.

9. And in consideration of the due and faithful performance by the Company of all the services hereby agreed to be by the said Company performed, the said Postmaster-General of the Colony of New South Wales, and the said Postmaster-General of the Colony of New Zealand, do, and each of them doth, for and on behalf of himself respectively, as such Postmaster-General and his successors respectively, and of the Government of the colony for which he is now respectively the Postmaster-General, but so far only as the agreements herein contained are to be observed by or are applicable to the Governments of the said colonies respectively, or as to payments to be made by the Government of the colony for which he is the Postmaster-General, doth hereby covenant with the Company that there shall be paid by the Postmaster-General of the Colony of New South Wales to the Company for the mail services to be rendered by the Company in carrying to and from the ports of departure and the ports of call before mentioned, on each and every of the said voyages from Sydney to San Francisco, and from San Francisco to Sydney, calling at the said intermediate ports as hereinbefore mentioned, the sum of £4,000 for each voyage, and that such payment shall be made as follows, that is to say,—For the voyage from Sydney, calling at Auckland and Honolulu, to San Francisco, upon proof of the due arrival of the vessel at San Francisco being received by the said Postmaster-General of New South Wales; and that the payment for the voyages from San Francisco to Auckland and Sydney, by way of Honolulu, shall be made upon the arrival of the said steamship at the Port of Sydney upon her return voyage from San Francisco, calling at Honolulu and Auckland as aforesaid.

10. If in the time-table to be fixed and determined by the Postmaster-General of New South Wales, as hereinbefore mentioned, the time for the mail steamer remaining at San Francisco shall be less than twelve days from the day of her arrival thereat, the Company shall be at liberty, if it is absolutely necessary, but not otherwise, to detain such steamer for a period of time equal to twelve days from the day at which the said steamship on that voyage to San Francisco should in accordance with the said time-table have arrived in the said Port of San Francisco.

11. If at any time during the continuance of this contract a mail steamer shall be detained at the Port of San Francisco by the Postmaster so acting for mails beyond the period of twelve days from the time of her arrival in the said Port of San Francisco, the Company shall be paid for such detention beyond the period of twelve days at and after the rate of £3,000 per lunar month.

12. That so long as this contract shall be faithfully carried out by the Company no charge for pilotage, tonnage, lighthouse, or harbour dues shall be made in New South Wales or New Zealand for any of the steam vessels employed in carrying out this contract. And the Company shall be at liberty to have the free use of the Fitzroy Dock and workshops and machinery at Cockatoo Island, at Sydney, if not otherwise occupied, for a period not to exceed five days, on the completion of each voyage from San Francisco to Sydney.

13. And it is hereby further declared that the payments hereby mentioned to be paid to the Company shall be received by the Company in full compensation for all services rendered by the Company in respect of the matters aforesaid, and for all costs and expenses which it may incur or be put unto by reason or on account of all and singular the services in and about the carrying out, or in any way arising out of or rendered in carrying out, the services hereby contracted to be performed, whether such services shall or shall not be herein particularly mentioned.

In witness whereof, the Australasian Steam Navigation Company has caused its common seal to be hereunto affixed, and the said Saul Samuel, as such Postmaster-General, on behalf of himself and his successors as Postmasters-General of the said colony, and of the Government of the said colony, and the said Julius Vogel, as such Postmaster-General of the Colony of New Zealand, and his successors as Postmasters-General of the Colony of New Zealand, and of the Government of the said