

4. The said steam-vessels, and all other steam-vessels to be employed under this contract, shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, and all other necessary nautical and other appliances necessary for equipping the said vessels and rendering them constantly efficient for the performance of the voyages within the times herein-after specified and for the service hereby agreed to be performed, and also manned and provided with competent and legally-qualified officers, the master having ample experience in command of screw steam-vessels, and with a sufficient number of efficient engineers and a sufficient crew of able seamen and other men, and with a competent surgeon.

5. The Postmaster-General shall have full power, whenever and as often as he thinks requisite, by any of his officers or agents, to survey all or any of such vessels and the hulls thereof, and the engines, machinery, and tackle, boats, and all other nautical and other appliances as aforesaid; and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the company; and for the purposes aforesaid the said vessels shall, if necessary, be opened in their hulls whenever the Postmaster-General or any of his officers or agents may require.

6. If any such vessel or any part thereof, or any engines, machinery, tackle, boats, or nautical or other appliances as aforesaid, shall on any such survey be declared by the officers or agents of the Postmaster-General to be unseaworthy or not adapted to the service hereby agreed to be performed, every vessel which shall be so 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 Postmaster-General or his officer or agent requiring the same.

7. The company shall provide, to the satisfaction of the Postmaster-General, on board all steam-vessels employed under this contract, safe and convenient places, secured against vermin, and otherwise secured, as places of deposit for the mails, with all necessary locks and fastenings, and shall be liable for all damage or injury to any of the mails from whatever cause the same may arise, except fire, the act of God, or the Queen's enemies.

8. The company shall be responsible for the safe custody of all mails (except as before provided), and the master shall, on its behalf, do all things necessary for the safe delivery of such mails and every part thereof, and also for obtaining proper receipts or acknowledgments for such delivery; and, upon being required thereto by the Postmaster-General or by the Postmaster-General of Great Britain, or any of the officers or agents of either of such Postmasters-General, the master or any of the officers of any of the said steam-vessels shall make any postal declaration required by any law or regulations relating to the postal services of Great Britain or of the Colony of New Zealand.

9. The master of any such steam-vessel shall also, on being required by the Postmaster-General, furnish an abstract of the said vessel's log, and also certificates or other documents showing the prompt and due delivery of mails to the proper authorities.

10. The mails shall be conveyed once in every four weeks between Plymouth aforesaid and either of the Ports of Auckland, Wellington, Lyttelton, Port Chalmers, or Bluff (which last-mentioned ports are hereinafter collectively referred to as

"New Zealand ports," and when such an expression is used in the singular number it means one of such ports), and in the same manner between one of the New Zealand ports and Plymouth, and the vessels employed shall leave a New Zealand port and Plymouth on the days and times to be appointed by the Postmaster-General, and the days or times so appointed may be varied or altered as the Postmaster-General shall think fit:

Provided that the dates of final despatch from a New Zealand port and Plymouth respectively shall alternate with the days of the despatch of the mails by the San Francisco service so long as that service in its present or any modified condition shall be continued, or by any substitute service by way of San Francisco, or by any other route, the intent being that regular fortnightly mail communication, as nearly as possible, between New Zealand and the United Kingdom shall be maintained:

Provided also that, if the Postmaster-General or his agent shall at any time deem it requisite for the public service that any vessel should be delayed beyond the appointed time of departure, it shall be lawful for the Postmaster-General or his agent to order such delay, not exceeding twenty-four hours, at either the final port of departure from New Zealand or from Plymouth, 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 company in the port or on board the vessel three hours at least before the hour appointed for departure. Payment for such detention to be at the rate of £200 for the said period of twenty-four hours.

11. The service provided for in this contract shall be deemed to have commenced with the despatch of the "Tongariro" from Plymouth on the thirteenth day of December, 1890, and with the despatch of the "Ionic" from a New Zealand port on the eleventh day of December, 1890.

12. Any of the vessels employed under this contract may on the route from Plymouth to a New Zealand port, or on the route from a New Zealand port to Plymouth, call at any port or ports for coaling or other purposes.

13. For the conveyance of mails under this contract the Postmaster-General will pay to the company at the following rates: Letters, 12s. per lb.; packets, 9d. per lb.; newspapers, 3d. per lb. And all moneys payable hereunder shall be paid quarterly, at Christchurch, in the said colony, or at such other place as may from time to time be agreed upon; the first quarter's payment to commence on the first day of April, 1891, subject to the provisions of this contract:

Provided that all moneys received by the Postmaster-General of New Zealand from the Postmaster-General of the United Kingdom of Great Britain and Ireland, or from the Government of any other country, in respect of the conveyance of mails by the company over the routes hereinbefore mentioned, shall be paid by the Postmaster-General of New Zealand to the company, after deducting any payments made or expenses incurred by such Postmaster-General in respect of such conveyance; but the direct liability of the Postmaster-General is hereby expressly limited to payment for the outward mails sent by the company's vessels from New Zealand.

14. All mail-matter posted in New Zealand between the date of despatch of the San Francisco mail, or of any mail by any substitute service as aforesaid, and the departure of the vessels under this contract, shall, unless specially addressed to be forwarded by another route, be sent