

2. The Company shall from time to time, and at all times hereafter, during a period of three years, computed from the fifteenth day of November, one thousand eight hundred and ninety-four, unless previously terminated in pursuance of any provision in that behalf hereinafter contained, convey all Her Majesty's mails which, and all other mails of whatever country or place which, the Postmaster-General shall at any time and from time to time require the Company to convey from and to the following ports that is to say Sydney, Auckland, Apia, Honolulu, San Francisco, and any port or ports intermediate between Auckland and San Francisco at which the steam-vessels hereinafter mentioned may call as hereinafter mentioned, or any of such ports, and within the respective times and in manner hereinafter provided for; and, so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of this contract, shall and will provide and keep seaworthy and in complete repair and readiness for such purpose a sufficient number of and not less than three good, substantial, and efficient screw steam-vessels of the first class, and fully equal to class 100 A1 Lloyd's Register and of not less gross register tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power for the performance of the voyages within the times hereinafter specified, and having spar decks, and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes.

Should any of the three screw steam-vessels aforesaid become disabled through tempestuous weather or by reason of accident beyond the control of the Company, then it shall be lawful for the Company to provide and equip a screw steam-vessel or vessels as substitute or substitutes, capable of performing the voyage within the time specified, and any substitute vessel shall not be of any less gross tonnage than two thousand five hundred tons. Provided further that in any special case, and with the written consent of the Postmaster-General, a vessel of less than two thousand five hundred tons gross register may be used as such substitute vessel as aforesaid, and every such vessel shall be subject to the terms and conditions of this contract for or in respect of any voyage as aforesaid so far as such terms and conditions are applicable.

3. The steam-vessels to be employed under this contract 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 for extinguishing fire, lightning-conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for the performance of the voyages within the times hereinafter specified, and for the service hereby agreed to be performed, and also manned and provided with competent and legally-qualified officers, the master or commander 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 to be in all respects, as to vessels, engines, equipments, and capacity, 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 other person or persons as he shall at any time or times or from time to time authorize to inspect and examine the same and no vessel shall be employed or used for the purposes of this contract until approved as aforesaid.

Every vessel used for the purposes of this contract shall be fitted with refrigerators or ice-chambers, in which fish-ova or other natural productions may be carried or conveyed, and such refrigerators shall be fitted with all necessary appliances and machinery for working and keeping the same effective.

4. The Postmaster-General shall have full power whenever and as often as he may deem it requisite, by any of his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels employed or to be employed in the performance of this contract, and to survey all or any of such vessels, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel; 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 said officers or agents may so require, and, if any such vessel or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments shall on any such survey be declared by any such officers or agents unseaworthy, or not adapted to the service hereby agreed to be performed, or any such officers, engineers, or crew shall be so declared ineligible, every vessel which shall be 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 officer requiring the same and any of such officers, engineers, or crew declared ineligible shall not be employed in the said service.

5. The mails shall be conveyed thirteen times in each year between San Francisco, Auckland, and Sydney, by way of Honolulu and Apia, and at the same rate between Sydney, Auckland, and San Francisco by way of Apia and Honolulu, and the service shall be deemed to have commenced with the despatch of the "Alameda" from San Francisco on the fifteenth day of November, one thousand eight hundred and ninety-four, and of the "Arawa" from Sydney on the twenty-sixth day of November, one thousand eight hundred and ninety-four. The vessels respectively employed to convey the mails shall leave the said ports of Sydney, Auckland, and San Francisco on the days and at the times to be from time to time appointed for the purpose by the Postmaster-General.

6. The Company, at its own expense, shall deliver and take the mails to and from the steamers and from the shore at convenient places to be from time to time appointed by the Postmaster-General, in the respective ports from and to which the mails are to be conveyed, and also shall convey the same and the officers having charge of them to and from such steamers and 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