

of the Postmaster-General to and from such steamers and 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 the Postmaster-General or his officers or agents 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 such officers or agents to order such delay, not exceeding thirty-six hours at San Francisco, and not exceeding twenty-four hours at Sydney or Auckland as the case may require, free of charge for demurrage, 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.

And, in order to insure the due carrying of the mails from San Francisco, the Company, without any such notice, shall delay the departure of any vessel (if necessary) at San Francisco six days to await the arrival of the mails from London for Australia and New Zealand. For such detention, demurrage at the rate of five pounds an hour shall be paid the Company, such days to be reckoned from the due date of the arrival of the said mails respectively, but for the first thirty-six hours there shall be no payment for demurrage. The Postmaster-General shall also be at liberty from time to time to postpone the times of departure of any vessel from the ports of Sydney and Auckland for a longer period than twenty-four hours, but for every hour over such twenty-four hours demurrage at the rate of five pounds an hour shall be paid.

8. If from any cause whatsoever, at any time or times hereafter, one of the vessels aforesaid shall not be at the ports of San Francisco, Auckland, and Sydney respectively, ready to put to sea in due time to perform the services hereby contracted to be performed, the Company shall pay as liquidated damages to the Postmaster-General in respect of every mail that shall be delayed by reason of any such default as aforesaid the sum of two hundred 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 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 Postmaster-General shall think fit to employ or to sanction being employed for the purpose. Provided that the Postmaster-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 Company had no control. Provided also that the maximum amount to be paid by the Company under this clause in respect of such defaults for any one voyage shall not exceed one thousand pounds.

9. The mails shall be safely conveyed from San Francisco to Auckland within four hundred and eighty hours, and to Sydney in six hundred hours, and from Sydney and from Auckland to San Francisco respectively within a like period, 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 Auckland, 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.

In case of the loss of any of the mails by wreck of any mail-vessel or otherwise, the Company 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 Company 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 mails under this contract the Postmaster-General will pay to the company at the following rates. Letters at twelve shillings per pound on the net weight of the letters conveyed, excluding, however, all letters sent from America and from New South Wales.

11. In respect of each voyage the Company shall pay to the Postmaster-General as a penalty four pounds for every hour in excess of the number of hours mentioned in clause 9 occupied by such voyage, and any such penalty may be deducted by the Postmaster-General from any payments due to the Company under this contract: Provided that no penalty shall be payable by the Company unless the period of actual delivery of the mails at San Francisco, or Sydney, or Auckland exceeds the time of delivery provided by this contract by forty-eight hours, and provided also that the Postmaster-General may remit any of such penalties which in his opinion should not be enforced.

12. The sums payable to the Company under this contract shall be in full satisfaction for all services rendered in the conveyance, receipt, and delivery of all Her Majesty's mails which, and all other mails which, may be conveyed under this contract from, to, and at all or any of the ports aforesaid, or otherwise, and shall be payable to the Company at the Treasury, in Wellington, immediately after the due delivery of each mail in the colony, or the advice by cablegram from San Francisco, or by the return mail from thence, of the due delivery of the mail there shall be received, as the case may be.

13. Any subsidy or payment allowed to the colony or the Postmaster-General by the Government of the United Kingdom of Great Britain and Ireland, or by any other Australasian Colony or dependency, or any of the Polynesian Islands, for the conveyance of mails over the aforesaid routes, shall be paid over to the Company, after deducting any payments made or expenses (if any) incurred by the Postmaster-General for the conveying mails to or from any or either of the ports or places hereinbefore appointed for the receipt or delivery of mails.

The Company shall also be entitled to the benefit of and to receive any subsidies or payments which it may induce any Government other than as aforesaid to agree to pay for the conveyance of mails over the aforesaid routes, after deducting any payments made or expenses (if any) incurred by the Postmaster-General for the conveying mails to and from any and either of the ports or places aforesaid, provided the arrangements for the services in respect of any such subsidy shall be approved by the Postmaster-General, but the liability of the Postmaster-General under this con-