

tract, and, on being required to do so by the Postmaster-General, shall at its own cost erect or set apart in each of the said vessels on the main deck a separate and convenient room for such purposes; and all such furniture, lamps, fittings, and other conveniences shall be from time to time cleansed and kept in repair, and the oil for the lamps supplied by the servants of and at the cost of the Company. The master or commander of each of the said vessels shall also, if required, provide assistance for conveying the mails between the mail-room and the sorting-room, and also render such other assistance as may from time to time be needed, without charge.

18. If the Postmaster-General shall think fit to intrust the charge and custody of the mails to the master or commander of any vessel to be employed in the outward services under this contract, and in all cases where the officer or other person appointed to have charge of the mails shall be absent to the knowledge of the master or commander of such vessel, such master or commander shall, without any charge, take due care of, and the Company shall be responsible for the receipt, safe custody, and delivery of, the said mails at the several appointed places in the respective ports as part of the services hereby contracted to be rendered. The master or commander shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services in relation to the care and delivery of such mails, as the Postmaster-General or his officers shall from time to time reasonably require.

19. The Company and all commanding and other officers in charge of the vessels employed under this contract shall at all times punctually attend to the orders and directions of the Postmaster-General or his officers or agents as to the mode, time, and place of landing, transshipping, delivering, and receiving the mails, subject to the special provisions herein contained, and so far as such orders and directions are reasonable, and consistent with the safety of the vessels.

20. The Company shall at its own cost provide suitable first-class accommodation, including a cabin or state-room for the exclusive use of a mail officer or agent for the Postmaster-General and for one assistant, or, if need be, two assistants, for such Postmaster-General on board each of the vessels employed under this contract, who shall be at liberty to use such accommodation as may be required for the performance of their duties; and every such officer, agent, and assistant shall be victualled by the Company as chief-cabin passengers without charge either for their passages or victualling; and whilst the vessel stays at any port, excepting the Ports of Auckland and San Francisco, to or from which the mails are conveyed, every such officer, agent, and assistant shall be allowed to remain on board, and shall be victualled as aforesaid.

21. Every such mail officer, agent, and assistant shall be recognised and treated by the Company, its officers and agents, as the agent of the Postmaster-General, and as having full authority in all cases to require a due and strict performance of this contract: Provided that no such agent, officer, or assistant shall have power to control or interfere with any master, commander, or officer in the performance of his duty; and every such agent, officer, and assistant shall be subject to all general orders issued by the master or commander for the good order, health, and comfort of the passengers and crew, and the safety of the vessel.

22. With the consent of the United States Government, the provisions of the six last preceding clauses hereof shall, *mutatis mutandis*, extend and apply to the mails from San Francisco to New Zealand, and the vessels employed in conveying the same, under the contract referred to in clause 9 hereof.

23. In case of any great or habitual non-performance or non-observance of this contract, or of any of the covenants, matters, or things herein contained, and on the part of the Company, its officers, agents, or servants, or any of them, to be observed or performed, whether there be or be not any penalty or sum of money payable by the Company for any such non-observance or non-performance, it shall be lawful for the Postmaster-General, if he shall be of opinion that the Company is not *bond fide* carrying out the provisions herein contained, and he shall so think fit (notwithstanding there may or may not have been any former non-observance or non-performance of this contract), by writing under his hand, to determine this contract without any previous notice to the Company or its agents. And the Company shall not be entitled to any compensation in respect of such determination, and such determination shall not deprive the Postmaster-General of any rights or remedies to which he would otherwise be entitled by reason of any non-observance or non-performance of any of the provisions herein contained: Provided always that such habitual non-performance or non-observance of this contract has been duly pointed out to the Company or its Auckland or San Francisco agents, and reasonably prompt and effective steps have not been taken by it or them to have the provisions of this contract properly carried out.

24. All notices or directions which are hereby authorised to be given to the Company, its officers, servants, or agents, may be delivered to the master or commander of any of the said vessels, or other officer or agent of the Company in the charge or management of any vessel employed in the performance of this contract on board such vessel, or left for the Company on board such vessel, or at the Company's office at Auckland or San Francisco, and any notices or directions so given or left shall be binding on the Company.

25. It shall be lawful for the Postmaster-General by writing under his hand, at any time and from time to time, to delegate all or any of the powers vested in him by virtue of this contract to such person or persons as he may think fit.

26. If the Company shall refuse or wilfully neglect to carry out the services hereby provided for, or any of them, according to the true intent and meaning of these presents, then, irrespective of any other liability it may thereby incur, it shall forfeit and pay to the Postmaster-General as liquidated damages, and not as a penalty, the sum of three thousand pounds.