

the performance of the services herein agreed to be performed within the respective times herein stipulated and shall be provided and kept by the Contractors seaworthy and in complete repair and readiness to the satisfaction of the Postmaster-General.

The mail-ships to be regularly employed in the service shall be provided with insulated spaces and refrigerating machinery for the carriage of perishable products but in the event of any such mail-ship being lost or withdrawn owing to accident or necessity for repairs the Contractors shall in order to maintain the regularity of the mail-service be at liberty temporarily to avail of steamers not so fitted.

9. Every mail-ship shall be always properly and sufficiently equipped in all respects so as to render her constantly efficient for the said services and safe for the conveyance of mails.

10. Every mail-ship and the equipment officers engineers and crew thereof shall be subject at all times to the inspection of the Postmaster-General or of such person or persons as he shall at any time or times authorise to make such inspection.

The Contractors bind themselves to employ only white labour on vessels used or employed under this agreement but this condition shall not apply to the coaling or loading of the mail-ships at places beyond the limits of the Commonwealth.

In view of the impossibility of the Contractors complying with the condition that white labour only shall be employed in the carriage of mails at the date when this agreement comes into operation the Postmaster-General agrees that no deductions for breaches shall be made from the agreed subsidy nor other penalties incurred on that account by the Contractors provided that white labour only be so employed in all mail-ships leaving London after the 31st day of May, 1905.

11. (1.) If the Postmaster-General shall at any time consider any mail-ship unfit for service under this agreement he may require the Contractors to show cause why such mail-ship should not be withdrawn from the service and unless the Contractors shall forthwith show cause to the contrary to the satisfaction of the Postmaster-General he may after and subject to such determination as is provided for in the next subclauses declare such mail-ship to be unfit for service under this agreement and after such notice requiring the Contractors to show cause as aforesaid shall have been given the Contractors shall not employ such ship in the performance of this agreement until the question has been settled as hereinafter mentioned.

(2.) In order to determine whether the Postmaster-General may declare any mail-ship unfit for service or whether the Contractors shall be able to show cause to the contrary a special examination shall be made of the hull and machinery of any such mail-ship by such person or persons as may be mutually approved by the Postmaster-General and the Contractors and his decision shall be binding on both parties.

(3.) Failing such mutual approval as aforesaid the question shall be settled by arbitration as hereinafter provided the Postmaster-General undertaking if called upon so to do to nominate and appoint an arbitrator on his behalf within three days of the Contractors' request to do so.

12. The Contractors shall at their own cost and to the satisfaction of the Postmaster-General provide on each mail-ship a separate room or rooms for the convenient and secure deposit of the mails under lock and key and the services of the crew of every such mail-ship shall from time to time be given in the conveyance of the mails to and from such mail room or rooms.

13. (1.) The Contractors shall at their own cost land deliver and embark the mails at all ports or places at which the mails are to be landed delivered and embarked and shall accordingly at their own cost provide suitable means and proper assistance for and shall be responsible for the due landing delivery and embarkation of the mails.

(2.) The Contractors and all commanding and other officers of the mail-ships and all agents seamen and servants of the Contractors shall at all times punctually attend to the orders and directions of the Postmaster-General his officers or agents as to the mode time and place of landing delivering and embarking the mails and shall at all times protect the mails to the utmost of their power.

14. (1.) The master or commander of each of the mail-ships shall whenever required by the Postmaster-General his officers or agents so to do (without any remuneration other than the subsidy payable to the Contractors under this agreement) take charge of the mails conveyed or intended to be conveyed by such mail-ship and shall adopt all necessary measures and precautions for the safety of the mails to the satisfaction of the Postmaster-General his officers and agents.

(2.) Each of such masters or commanders shall make the usual declaration or declarations required or which may hereafter be required by the Postmaster-General in such and similar cases and furnish such journals returns and information to and perform such services as the Postmaster-General his officers or agents may require.

(3.) Every such master or commander or officer duly authorised by him having charge of mails shall himself immediately on arrival of the mail-ship at any port or place deliver all mails for such port or place into the hands of the postmaster of such port or place or of such other person at such port or place as the Postmaster-General shall authorise to receive the same and shall in like manner receive all the return or other mails to be forwarded in due course.

15. The Contractors shall undertake and make all necessary and proper arrangements in compliance with any Acts of Parliament and any statutory regulations relative to public health or in connection with quarantine which may be required in respect of the mail-ships and no deduction shall be made from the subsidy payable under this agreement nor shall the Contractors be otherwise liable for or by reason of any delay in the landing embarkation delivery or conveyance of any mails arising from the observance of any such Acts or regulations or the imposition of quarantine.

16. (1.) Nothing of this agreement shall exempt the Contractors or any mail-ship from the operation of any Act of Parliament Order in Council by-law or other provision of the law in relation to explosives.

(2.) The Contractors shall not knowingly convey in any mail-ship any article which in the opinion of the Postmaster-General is likely to endanger the mails.