

on which the mails are despatched from Wellington. The landing of the whole mail of any despatch not later than 6.50 o'clock p.m. shall be landing in time as herein provided for the purposes of this agreement.

5. In case of the loss of any mails after delivery to vessel at Wellington the Company shall, with all possible despatch, at its own cost, do all such acts and take all such measures as, in the opinion of the Postmaster-General, may be reasonably expected to be done and taken to recover the mails so lost. AND the Company shall be liable for all damage or injury to mails, from whatsoever cause that may arise or happen, excepting fire, the act of God, perils of the seas, or enemies of the flag: PROVIDED, however, that in no case shall such liability exceed ten pounds (£10) for any one package.
6. For the services under this contract the Postmaster-General shall pay to the Company the sum of Two hundred and eighty-eight pounds nine shillings and threepence (£288 9s. 3d.) for each voyage begun at Wellington and completed at Sydney in accordance with this agreement.
7. In respect of each voyage not so completed, the Company shall have no claim for payment under this contract.
8. In respect of each voyage not completed in time to permit of the mails being sent forward by the mail train from Sydney on Tuesday: WHEN the failure to connect with the mail train is the fault of the Company, the Postmaster-General shall deduct by way of penalty the sum of One hundred and forty-four pounds four shillings and eightpence (£144 4s. 8d.) from the amount which would otherwise be payable to the Company for that voyage; and when the failure to connect with the mail train is due to the fact of any delay in the port of Wellington required by the Postmaster-General in respect of the same voyage in terms of Article 3 of this agreement there shall be no penalty. PROVIDED that no penalty shall be enforced when such failure to connect with the mail train is due to breakdown in machinery, to exceptionally bad weather, or to any other cause in the opinion of the Postmaster-General beyond the control of the Company.

In witness whereof the Postmaster-General hath hereunto set his hand and seal and the Union Steam Ship Company of New Zealand, Limited, hath hereunto affixed its common seal this 25th day of March, 1909.

Signed, sealed, and delivered by the Postmaster-General
of New Zealand in the presence of—

J. HISLOP,
Private Secretary,
Wellington.

J. G. WARD. (L.S.)

The common seal of the Union Steam Ship Company
of New Zealand, Limited, was hereunto affixed in the
presence of—

J. M. RITCHIE,
A. LEE SMITH, (L.S.)
Two Directors of the said Company.

No. 97.

The SUPERINTENDENT OF MAILS, Sydney, to the ACTING-SECRETARY, General Post Office, Wellington.
(Telegram.) Sydney, 15th June, 1909.

“WARRIMOO” not arrived. Shall I order special train if necessary?
[Suez Conn. 09/31.]

No. 98.

The ACTING-SECRETARY, General Post Office, Wellington, to the DEPUTY POSTMASTER-GENERAL,
Sydney.

(Telegram.)

Wellington, 15th June, 1909.

ORDER special train if necessary.
[Suez Conn. 09/31.]

No. 99.

The GENERAL MANAGER, Union Steam Ship Company, Dunedin, to the ACTING-SECRETARY, General
Post Office, Wellington.

(Telegram.)

Dunedin, 16th June, 1909.

OUR Sydney office cables that Captain Neville reports delay “Warrimoo’s” arrival caused by very heavy westerly gale and heavy sea from Saturday until arrival.

[Suez Conn. 09/34.]

No. 100.

The SUPERINTENDENT OF MAILS, Sydney, to the ACTING-SECRETARY, General Post Office, Wellington.

(Telegram.)

Sydney, 16th June, 1909.

“WARRIMOO” mails missed “Oroya.” Shall we send by “Scharnhorst” to-day or hold for “China” Tuesday?

[P.O. 09/580(5).]