

4. That should it be deemed by the Postmaster-General his officers or agents requisite for the public service that any vessel to be employed under this agreement should at any time or times delay her departure from any port from which the mails are to be conveyed under this agreement beyond the period appointed for her departure therefrom the Postmaster-General his officers or agents shall have power to order such delay (not however exceeding 24 hours) by letter addressed by him or them to the master of any such vessel or person acting as such and which shall be deemed a sufficient authority for such detention.

5. That the Company shall convey the said mails from Point de Galle *via* King George's Sound and Melbourne to Sydney in 516 hours and from Sydney *via* Melbourne and King George's Sound to Point de Galle in 564 hours, which several periods of 516 hours and 564 hours respectively are exclusive of stoppages for the purpose of the delivery and reception of mails the duration of which will be from time to time fixed by the Postmaster-General. And it is hereby agreed that if the Company shall fail to deliver the said mails at Sydney from Point de Galle in 516 hours or at Point de Galle from Sydney in 564 hours then or in either of such cases and so often as the same shall happen the Company shall forfeit and pay to Her Majesty Her heirs and successors the sum of £200 for every complete period of twenty-four hours consumed on the respective voyage beyond the periods hereinbefore respectively specified. Provided always that the full amount of such sums payable on any one voyage shall never exceed the portion of the sum of the subsidy hereinafter agreed to be paid by the Postmaster-General as applicable to such voyage and provided further that the payment of any such sum shall not be enforced against the Company if it be shown by them to the satisfaction of the Postmaster-General that the delay has arisen from causes over which they had not and could not have had any control.

6. And the Postmaster-General doth hereby covenant to pay to the Company a premium of £50 for every complete period of 24 hours by which the time occupied in any voyage from Point de Galle to Sydney shall be less than 516 hours.

7. That if at any time or times the Postmaster-General shall desire to alter the particular days times or hours of departure from and arrival at any of the ports or places to or from which Her Majesty's mails are to be conveyed under this agreement he shall be at liberty so to do on giving three calendar months' previous notice in writing of such his desire to the Company at their offices in London.

8. That if at any time or times the Postmaster-General shall desire otherwise to modify the services hereby agreed to be performed (as for example to increase or decrease the frequency of the conveyance of mails between any of the ports or places to or from which such mails are to be conveyed under this agreement) or to extend the conveyance of such mails to any other ports or places not specified in this agreement or to discontinue the conveyance of mails to any port he shall be at liberty so to do on giving reasonable notice to the Company and on paying to them for such increased or extended services such further consideration and in the event of the services hereby agreed to be performed being reduced on his paying to them such reduced consideration as hereinafter provided or in any case not hereinafter provided as may be mutually agreed upon between the Company and the Postmaster-General or failing such mutual agreement by arbitration in the manner hereinafter provided.

9. That the particular days times and hours of departure from and arrival at any such ports or places or other services if any which may be appointed by any such alteration under the two preceding clauses shall for the time being be deemed to be the days times and hours of departure and arrival of mails and other services under this agreement and shall be observed and kept by the Company accordingly.

10. That if the Company fail to provide an efficient vessel at Point de Galle or Sydney in accordance with the terms of this agreement ready to put to sea on and at the appointed day and hour then and so often as the same shall happen the Company shall forfeit and pay unto Her Majesty Her heirs and successors the sum of £500 and also the further sum of £100 for every successive twenty-four hours which shall elapse until such vessel actually proceeds to sea on her voyage in the performance of this agreement. Provided always that the aggregate amount of the penalties to be recoverable under this clause in respect of any one voyage or contemplated voyage shall not exceed by more than the sum of £2,000 the portion of the subsidy hereinafter agreed to be paid by the Postmaster-General as applicable to such voyage such portion being in all cases in proportion to the mileage of the voyage or contemplated voyage in respect of which such penalties may have been incurred.

11. That the Company shall receive and allow to remain on board each of the vessels so to be and while employed in the performance of this agreement and also while remaining at any port or place to or from which mails are to be conveyed under this agreement and with or without mails in charge an officer in Her Majesty's Navy to be appointed by the Postmaster-General to take charge of the said mails and also a servant of the said officer (if required) and that every such officer shall be recognized and considered by the Company their officers agents and scamen as the agent of the Postmaster-General in charge of mails and as having full authority in all cases to require a due and strict performance of this agreement on the part of the Company their officers servants and agents and to determine so far as relates to the levying of penalties every question whenever arising relative to proceeding to sea or putting into harbour or the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such officer as aforesaid shall in every such case be final and binding on the Company unless the Postmaster-General on appeal by the Company thinks proper to decide otherwise. Provided however that the words "to determine every question" shall not confer upon such officer the power of control over the commander of the vessel conveying the said mails.

12. That if the Postmaster-General at any time or times think fit he shall be at liberty to substitute for such naval officer and his servant a civil officer in the service of the Postmaster-General to have charge of the said mails and thereupon any such last-mentioned officer and his assistant (if required) shall be received and be allowed to remain on board each of the said vessels as hereinbefore provided with respect to any such naval officer and his servant but when any civil officer in the service of the Post Office shall be in charge of the said mails his duties shall be confined to the Post Office business.