

“ From the time of leaving Sydney to the time of arriving in Auckland, and from the time of leaving Auckland to the time of arriving in Sydney, each way respectively, not to exceed one hundred and forty-four hours.

“ From the time of leaving Auckland to the time of arriving in San Francisco, including stoppage at Honolulu, and from the time of leaving San Francisco to the time of arriving in Auckland, including stoppage at Honolulu, respectively, not to exceed six hundred hours each way for the first six voyages, and for every subsequent voyage not to exceed five hundred and seventy-six hours, each way respectively.”

6. That, subject to the time table, the said steam vessels, except as hereinafter provided, shall not be detained at the port of Auckland beyond thirty hours.

7. That the provisions contained herein respecting the time within which mails are to be carried between Sydney and Auckland, and between Auckland and Sydney, shall cease at the expiration of six months from the twenty-sixth day of March next, unless the Governments of New South Wales and Victoria, or either of them, within that time, shall agree with the said Postmaster-General to pay to him, on behalf of the said Contractor, a sum or sums of money not less than ten thousand pounds per annum from New South Wales, and not less than six thousand pounds per annum from Victoria, and which the said Postmaster-General is hereby authorized to accept, on behalf of the said Contractor, by such payments, and in such manner, as the said Postmaster-General may think fit. Provided that in case the Government of New South Wales should decline to contribute, it shall be optional with the said Postmaster-General and the said Contractor, to agree to substitute Melbourne for Sydney as the port of departure. And provided also, that if the Government of New South Wales shall contribute ten thousand pounds as aforesaid, the same shall include Queensland, and the carriage of the mails of that Colony, which shall for the purposes of this agreement, be in such case considered as part of the mails of New South Wales; and the Government of New South Wales shall in such case be at liberty to arrange with the Government of Queensland in the matter in such way as they may think fit.

8. That all money which shall be received by the New Zealand Government from other countries or Colonies by way of contribution or subsidy to the said mail service, shall be paid to the said Contractor. Provided that nothing herein contained shall prevent the said Postmaster-General from entering into any arrangement with Great Britain or the United States of America, or any foreign country or colony thereof, for the carriage of mails on such terms as he may agree upon.

9. That the said steam vessels shall on such days and at such hours as are mentioned in the table hereto annexed, until and unless any other days and hours shall, under the power herein in that behalf contained, be substituted in lieu thereof, put to sea from and arrive at the ports or places respectively mentioned in such table.

10. That if at any time the said Postmaster-General shall desire to alter the particular days, times, and hours of departure from and arrival at any ports or places specified in the table above referred to, he shall be at liberty to do so on giving reasonable notice to the said Contractor, and the times so altered shall be observed and kept as if the same had been originally named in the table hereto annexed.

11. That the said Postmaster-General shall pay to the said Contractor for every complete period of twenty-four hours by which the said mails shall be delivered either way between Auckland and San Francisco within the time hereby covenanted for delivery of the same, a premium of thirty pounds.

12. That if on any of the first six voyages the said Contractor shall fail to deliver the said mails either at Auckland or San Francisco in six hundred hours from the time of departure from the other of those ports, or on any subsequent voyage within five hundred and seventy-six hours, he shall forfeit and pay to her Majesty, her heirs and successors, on behalf and for the benefit of the postal revenue of the Colony of New Zealand, a sum of thirty pounds for every complete period of twenty-four hours beyond the periods at which such mails should be delivered under this agreement as aforesaid.

13. That if the said Contractor shall fail to deliver such mails as he may under this agreement be required to carry between Auckland and Sydney, either at Auckland or Sydney, in one hundred and forty-four hours from the time of departure from the other of those ports, he shall forfeit and pay to Her Majesty, her heirs and successors, on behalf of the Postmaster-General, or his successors, a sum of thirty pounds for every complete period of twenty-four hours beyond the periods at which such mails should be delivered under this agreement. But after the first six months, payment of such last mentioned sum is to be enforced only in case the New South Wales Government and Victorian Government, or either of them, make payment as herein provided, to the said Postmaster-General on behalf of the said Contractor for the conveyance of their mails; and in any case the penalty above mentioned shall only be enforced by the said Postmaster-General at the instance of the Government of New South Wales or Victoria.

14. That the said Contractor, or his agents, shall receive and allow to remain on board, or procure to be allowed to remain on board, of each of the said steam vessels, while employed in carrying out this agreement, and also while remaining at any of the ports or places named in the table appended hereto, whether with or without mails on board, an officer in the service of the said Postmaster-General, to have charge of the said mails; and in case of the Governments of New South Wales and Victoria, or either of them, contributing towards the cost of the said mail service, then one or both of them to be allowed to have a mail agent on board on the same terms and conditions as in the case of the officer in charge of the New Zealand mails. Provided that one such mail agent or officer may be employed by and represent all or any of the Governments whose mails shall be conveyed under this agreement.

15. That suitable first-class accommodation shall be provided by the said Contractor for every such mail officer or agent, and that the passage money for each such mail officer or agent shall be at the lowest current rates for return passages, not to exceed thirty-five pounds between Sydney and San Francisco, and thirty pounds between Auckland and San Francisco, and *vice versa*. And that every such mail officer or agent shall be recognised and considered by the said Contractor, his officers, agents and seamen, as the agent of the said 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 said Contractor,