

suited for the performance of the service within the time stipulated in these presents, such vessels to be built of iron, propelled by screw, and of not less than one thousand five hundred tons register, A1 at Lloyd's, with spar decks, having large capacity for passengers and cargo, with ample ventilation for passing through tropical latitudes, to have steaming and sailing power of the latest and most improved principles.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessel to be manned by legally qualified and competent officers, and a sufficient crew of engineers, able seamen, and other men.

9. The vessels to be subject at all times to survey by officers in the employment of the Marine Board of the Colony of New South Wales, and any defect discovered in such survey to be immediately made good by the Contractor, failing which the vessel to be considered unfit for use, and the Contractor to become liable to the penalties named in the first condition. The survey to extend not only to the vessels themselves, but also to the officers, engineers, crew, machinery, and everything which the Contractor is bound to provide.

10. The days and hours of departure and arrival at each port to be fixed by the said Postmaster-General, and to be subject to alteration from time to time by him on a notice to the Contractor of three months. The said Postmaster-General also to have power, by an order to the commander, to delay the departure of any vessel from any port for a period not exceeding twenty-four hours, and to delegate this power to any person to whom he may think fit to intrust it.

11. The Contractor to provide, to the satisfaction of the said Postmaster-General, a separate and convenient place of deposit for the mails on board each vessel.

12. Should the said Postmaster-General require it, a room for the purpose of sorting and making up the mails to be also provided, to the satisfaction of the said Postmaster-General, on board each vessel. The actual cost of erecting this sorting-room, and of providing the necessary furniture, lamps, &c., to be defrayed by the said Postmaster-General, but the furniture and lamps to be cleansed and kept in repair, and oil for the lamps to be supplied, at the cost of the Contractor. The services of the crew to be given in the conveyance of the mails between the mail-room and sorting-room.

13. Proper accommodation and mess to be provided, if required, for an officer of the Post Office in charge of the mails—such officer to be victualled and otherwise treated as a chief cabin passenger and whilst the packet stays at any port to or from which mails are conveyed to be allowed to remain on board.

14. At each port where the mails are to be delivered or received, the Contractor shall convey the same, and the officer having charge of them, to and from the shore as may be necessary, in a suitable boat, furnished with suitable cover for the mails, and to be properly manned and equipped.

15. The Contractor, and all commanding and other officers of the vessels which may be employed in the performance of such contract, and all agents, seamen, and servants of the Contractor, shall at all times during the continuance of such contract punctually attend to the orders of the said Postmaster-General, or of any of his officers or agents as to the mode, time, and place of embarking and disembarking mails.

16. Should the said Postmaster-General at any time deem it expedient to place the mails, or any part thereof, in the care of the commander of any vessel, such commander shall take charge of them, and be responsible for their due receipt and delivery. The commander shall also make the usual Post Office declaration, and furnish such journal returns and other information, and perform such other services, as the said Postmaster-General or his officers may from time to time require.

17. If this contract shall be performed under either the forty-eight thousand pounds or the sixty-eight thousand pounds notices, then, except such letters as are not required by law to pass through the Post Office, the Contractor shall not receive or permit to be received for conveyance on board any of the vessels employed under this contract any letter other than those contained in mails carried for the said Postmaster-General under this contract, and no mail shall be conveyed on behalf of any Colony or Country without permission of the said Postmaster-General, and the whole postage of every mail shall under all circumstances be at his disposal.

18. Every vessel which may have started or which should have started before the termination of the contract, must complete its voyage in like manner as if the contract remains in full force, but the Contractor shall be entitled to be paid for overtime at the contract rate.

19. Every sum of money forfeited by the Contractor to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be imposed, the amount to be deducted by the said Postmaster-General out of any moneys then payable or which may thereafter become payable to the Contractor or at his discretion; the payment thereof may be enforced by action at law with full cost of suit.

20. This contract to continue in force for six years from the time of the commencement thereof, as hereinbefore provided; and the same shall be continued thereafter until the expiration of a twenty-four calendar months' notice, to be given in writing at any time by either party.

21. The Contractor to have the benefit of a free port at Sydney, and the use once every four weeks, from two to three days, of the Fitzroy Dry Dock, if not leased or otherwise occupied, and also of the workshops there, on paying all expenses for the same.

22. Subject to deductions for penalties or otherwise, payments to be made monthly at the General Post Office, Sydney, by equal monthly payments.

23. All notices which the said Postmaster-General or any of his officers or agents are authorized to give either to be delivered to the commander of any vessel of the said Contractor or to any officer or agent of the said Contractor in charge of any such vessels, or to be left at the office or last known place of business of the said Contractor.