

2. If at any time the Postmaster-General shall desire to modify the existing regulations as to articles transmissible by the post, either by prohibiting the transmission by the post of the articles which are now transmissible thereby, or by authorizing the transmission by the post of articles which are not now transmissible thereby, he shall be at liberty so to do on giving reasonable notice to the Company, and in case the effect of such modification shall be to diminish the burden of the services hereinafter agreed to be performed, a deduction shall be made from the annual subsidy hereinafter stipulated to be paid to the Company; and in case the effect of such modification shall be to increase the burden of the services hereinafter agreed to be performed, an addition shall be made to such subsidy, and the amount of such deduction or addition, as the case may be, shall be settled by agreement between the Postmaster-General and the Company, or, failing agreement, by arbitration in manner hereinafter provided.

3. The Company will at all times during the continuance of this Agreement, or so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance thereof, provide, keep seaworthy, and in complete repair and readiness for the purpose of conveying as hereinafter provided all Her Majesty's mails which shall at any time and from time to time by the Postmaster-General or any of his officers or agents be required to be conveyed as hereinafter provided, on all the routes specified in the First Schedule hereunder written, a sufficient number of good substantial and efficient steam vessels of adequate power and speed, and supplied with first-rate appropriate steam-engines, and in all respects suited to the performance of the services herein agreed to be performed within the respective times herein stipulated.

4. The vessels to be provided under this agreement shall be always furnished with all necessary and proper tackle, stores, oil, tallow, fuel, provisions, machinery, engines, anchors, cables, boats, fire-pumps, and all other proper and requisite means for extinguishing fire; lightning-conductors, charts, chronometers, proper nautical instruments, and all other furniture and apparel, and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the said services, and manned with competent officers with appropriate certificates granted pursuant to the Act 17 and 18 Vict. c. 104, or to the Act or Acts in force for the time being relative to the granting certificates to officers in the Merchant Service, and also with competent engineers and a sufficient crew of able seamen and other men, and with a competent surgeon, to be subject to the approval of the Postmaster-General.

5. The Company shall land and embark the mails at Bombay by means of a small steam vessel, and accordingly the Company shall, in addition to the vessels hereinbefore mentioned, provide a small steamer, which shall be kept at Bombay in complete repair and ready for landing and embarking the mails. And also, in addition to the vessels hereinbefore mentioned, the Company shall provide and maintain in complete repair an efficient tug steamer, which shall be kept in the Suez Canal for the purpose of assisting the other vessels of the Company in speedily and safely passing through the said canal in the performance of the services herein agreed to be performed.

6. If Her Majesty's Postmaster-General shall consider any of the Company's vessels unfit for the conveyance of mails, he may, by writing under his hand, or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office, require the said Company to show cause why such vessel should not be withdrawn from the service; and unless within six weeks after such requisition the said Company shall show cause to the contrary to the satisfaction of the said Postmaster-General, he may at any time after the expiration of the said period of six weeks by writing under his hand, or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office, declare such vessel to be unfit for the conveyance of mails, and after such declaration shall have been made it shall not be lawful for the said Company to employ such vessel in the performance of this contract. And in order to determine whether the said Postmaster-General shall be justified in declaring any vessel unfit for the conveyance of mails, or whether the said Company shall be able to show cause to the contrary, a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster-General.

7. The equipments, officers, engineers, and crew of each vessel, when such vessel is in any British port, shall be subject at all times to the inspection of the said Postmaster-General, or of such other person or persons as he shall at any time or times authorize to make such inspection.

8. The Company shall convey the said mails from Brindisi to Bombay in 422 hours, and from Bombay to Brindisi in 424 hours, and from Brindisi to Point de Galle in 472 hours, and from Point de Galle to Brindisi in 488 hours, and from Brindisi to Shanghai in 965 hours, and from Shanghai to Brindisi in 1,008 hours, and from Southampton to Bombay in 677 hours, and from Bombay to Southampton in 666 hours, and from Southampton to Point de Galle in 727 hours, and from Point de Galle to Southampton in 730 hours, and from Brindisi to Calcutta in 646 hours, and from Calcutta to Brindisi in 663 hours, and from Bombay to Shanghai in 618 hours, and from Shanghai to Bombay in 611 hours, and from Hong Kong to Yokohama in 170 hours, and from Yokohama to Hong Kong in 170 hours, and each of the periods of hours hereinbefore specified is to be reckoned as inclusive of stoppages for the purpose of the delivery and reception of the mails. And the arrangements for determining and recording the exact time of the arrival and departure of the vessels at and from the several places above named, and the period of every delay which shall take place on any voyage shall be under the exclusive regulation of the Postmaster-General, whose decision upon all questions relating to those matters shall be final.

9. One of the vessels to be provided under the third article of this Agreement shall on such days of the week and at such hours as the Postmaster-General shall appoint, and immediately after the mails are embarked, put to sea from, touch and arrive at the several ports or places respectively mentioned in the said First Schedule hereunder written; and all such vessels shall convey the said mails as mentioned in such Schedule, and all the stipulations, matters, and things therein contained shall form part of this Agreement, and be observed and performed by the Company accordingly. And the Company shall convey in such vessels to and from, and cause to be delivered and received at such of the ports or places mentioned in the said First Schedule from or at which the said vessels are to start, touch, and