

in conveying the mails and furnished with stores, fuel, and provisions, and manned and provided with officers, engineers, crew, and a surgeon as hereinbefore provided for, but may from time to time, and for such length of time as they shall think fit, cause any one of the said steam-vessels to be laid up, provided that the said steam-vessel so laid up shall be laid up in the port of Sydney, unless, owing to some accident or circumstance beyond the control of the contractors, the said steam-vessel shall be unavoidably laid up elsewhere: And provided also that the said vessel, including its machinery and engines which shall be so laid up, shall, if in complete repair at the time when it is laid up, be kept in complete repair, and, if the said vessel or its machinery or engines should be out of repair at the time when the said vessel is laid up, the same shall with all due diligence be put into complete repair, and be thenceforth kept in complete repair; and that the said vessel so laid up, being with its machinery and engines when laid up in, or after it and its machinery and engines shall have been put into, complete repair as hereinbefore mentioned, shall at all times thereafter while laid up be kept in such a state and condition that upon being furnished with stores, fuel, and provisions, and being manned and provided with officers, engineers, crew, and a surgeon as hereinbefore provided for, it would thereupon be in readiness for conveying the mails, and efficient for travelling at the speed hereinbefore mentioned.

5. The Postmasters-General, or either of them, shall have full power whenever and as often as they or he may deem it requisite, by any of their or his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels, including any vessel so laid up as hereinbefore mentioned, employed or to be employed in the performance of this contract, and to survey all or any of such vessels and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel; and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the contractors; and for the purposes aforesaid the said vessels shall (if necessary) be opened in their hulls whenever the said officers or agents may so require. And if any such vessel, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, shall on any such survey be declared by any such officers or agents unseaworthy or not adapted to the service hereby agreed to be performed, or any such officers, engineers, or crew shall be so declared ineligible, every vessel which shall be disapproved of, or in which such deficiency or defect shall appear, shall be deemed insufficient for any service hereby agreed to be performed, and shall not be again employed in the conveyance of mails until such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster-General or officer requiring the same, and any of such officers, engineers, or crew declared ineligible shall not be employed in the said service.

6. The mails shall be conveyed thirteen times in each year between San Francisco and Sydney by way of Auckland, and at the same rate between Sydney and San Francisco by way of Auckland, and the vessel respectively employed to convey the mail shall leave the said ports of Sydney, Auckland, and San Francisco on the days and at the times to be from time to time appointed for the purpose by the Postmasters-General. The said vessels on each voyage between San Francisco and Sydney, and between Sydney and San Francisco, shall call at Auckland; and may also, if the contractors think fit, call at the Port of Honolulu, in the Sandwich Islands, and, with the consent in writing of the Postmasters-General, but not otherwise, at any other port intermediate between Sydney and San Francisco, either in addition to or instead of the said Port of Honolulu, and shall allow at Auckland twenty-four hours at the least, and at such other port or ports a sufficient time for the delivery and receipt of mails, and the embarkation or landing of passengers.

7. The contractors, at their own expense, shall deliver and take the mails to and from the shore at convenient places to be from time to time appointed by the Postmasters-General respectively in the respective ports from and to which the mails are to be conveyed; also shall convey the same and the officers having charge of them to and from the shore as may be necessary, in suitable boats furnished with suitable coverings for the mails, and properly equipped and manned; and shall from time to time convey the officers or agents of the Postmasters-General respectively to and from the shore at any of the said ports as often as may be necessary in the execution of their duties respectively, in the event of a suitable boat not being conveniently obtainable from the shore for the purpose.

8. If either of the said Postmasters-General, or their respective officers or agents, shall at any time deem it requisite for the public service that any vessel should be delayed beyond the appointed time of departure, it shall be lawful for either of the Postmasters-General, or such officers or agents, to order such delay, not exceeding forty-eight hours at San Francisco, and not exceeding twenty-four hours at either Sydney or Auckland, by letter addressed to and delivered to the commander of the vessel, or the person acting as such, or left for him at the office of the contractors in the port or on board the vessel three hours at least before the hour appointed for departure. And in order to insure the due carrying of the mails from San Francisco, the contractors, without any such notice, shall delay the departure of any vessel (if necessary) seven days to await the arrival of the English mails from New York for Australia or New Zealand. The Postmaster-General of New Zealand shall also be at liberty from time to time to vary the times of departure of the said vessels from the port of Auckland for a longer period than twenty-four hours, with the consent of the Postmaster-General of New South Wales, but not otherwise.

9. If, from any cause whatsoever, at any time or times hereafter, one of the vessels aforesaid shall not be at the ports of San Francisco, Sydney, and Auckland respectively, ready to put to sea in due time to perform the services hereby contracted to be performed, the contractors shall pay, as and by way of liquidated damages, to each or either of the Postmasters-General affected by such default, as the case may be (for the use of the Governments of the said colonies respectively, or for the Government of whichever of the said colonies may be affected by such default, as the case may be), in respect of every mail that shall be delayed by reason of any such default as aforesaid, the sum of two hundred and fifty pounds, and the further sum of fifty pounds for every successive twenty-four hours which shall elapse between the time at which the mail shall be appointed to leave the port and the time at which the vessel conveying the same shall leave the port, whether such vessel shall be one of those aforesaid or any other vessel which the Postmasters-General or either of them shall think fit to employ,