

to do so by the Postmasters-General, or either of them, shall, at their own cost, erect or set apart in each of the said vessels a separate and convenient room for such purposes; and all such furniture, lamps, fittings, and other conveniences shall be from time to time cleansed and kept in repair, and the oil for the lamps supplied by the servants of and at the cost of the contractors. The master or commander of each of the said vessels shall also, if required, provide assistance for conveying the mails between the mail-room and the sorting-room without charge.

18. If the Postmasters-General, or either of them, shall think fit to intrust the charge and custody of the mail, or his respective mail, to the master or commander of any vessel to be employed under this contract, and in all cases where the officer or other person appointed to have charge of the mail shall be absent to the knowledge of the master or commander of such vessel, such master or commander shall, without any charge, take due care of, and the contractors shall be responsible for the receipt, safe custody, and delivery of the said mail at the several appointed places on the shore in the respective ports, as part of the services hereby contracted to be rendered. The master or commander shall also make the usual post-office declaration, and furnish such journal, returns, and other information, and perform such other services, as the Postmasters-General, or either of them, or their or either of their officers, shall from time to time reasonably require.

19. The contractors, and all commanding and other officers in charge of the vessels employed under this contract, shall at all times punctually attend to the orders and directions of the Postmasters-General, or either of them, their or either of their officers or agents, as to the mode, time, and place of landing, delivering, and receiving the mails, subject to the special provisions herein contained, and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

20. The contractors shall have no claim to any postage, nor to any sum on account thereof, for mails carried in any vessel employed in the service under this contract, or on account of any services rendered, except as herein specially provided to be paid.

21. The contractors shall provide suitable first-class accommodation for a mail officer or agent, and one assistant, for each of the Postmasters-General on board each of the vessels employed under this contract, who shall be at liberty to use such accommodation as may be required for the performance of their duties, and such officers or agents and assistants shall be victualled by the contractors as chief-cabin passengers without charge either for their passages or victualling; and whilst the vessel stays at any port, excepting the ports of Sydney and San Francisco, to or from which the mails are conveyed, such officers, agents, and assistants shall be allowed to remain on board and shall be victualled as aforesaid.

22. Every such mail officer, or agent, and assistant shall be recognized and treated by the contractors, their officers and agents, as the agent of the Postmasters-General respectively or Postmaster-General by whom he may have been appointed, as the case may be, and as having full authority in all cases to require a due and strict performance of this contract: Provided that no such agent, officer, or assistant shall have power to control or interfere with any master, commander, or officer in the performance of his duty; and every such agent, officer, and assistant shall be subject to all general orders issued by the master or commander for the good order, health, and comfort of the passengers and crew, and the safety of the vessels.

23. During the continuance of this contract, and so long as the same shall be faithfully carried out by the contractors, no charge for pilotage, tonnage, lighthouse, or harbour dues shall be made in New South Wales for any of the steam vessels employed in carrying out this contract; and the contractors shall be at liberty to use, once in every four weeks, for five days at a time, the Fitzroy Dry Dock at Sydney, if not leased or otherwise occupied; and also the workshops there, on payment only of the expenses of and attending such use; and no charge for pilotage, tonnage, lighthouse, or harbour dues shall be made at Auckland in respect of any of the steam-vessels employed in carrying out this contract.

24. This contract, or any part thereof, shall not be assigned, or underlet, or disposed of by the contractors, without the joint consent, in writing, of the Postmasters-General first obtained for such purpose.

25. In case this contract or any part thereof shall be assigned, underlet, or otherwise disposed of by the contractors, otherwise than with such consent as last aforesaid, or in case of any great or habitual non-performance or non-observance of this contract, or of any of the covenants, matters, or things herein contained, and on the part of the contractors, their officers, agents, or servants, or any of them to be observed and performed, and whether there be or be not any penalty or sum of money payable by the contractors for any such non-observance or non-performance, it shall be lawful for the Postmasters-General, or either of them, if they or he shall be of opinion that the contractors are not *bonâ fide* carrying out the provisions herein contained, and they shall jointly so think fit (and notwithstanding there may or may not have been any former non-observance or non-performance of this contract), by writing under their or his hands or hand, to determine this contract without any previous notice to the contractors or their agents; and the contractors shall not be entitled to any compensation in respect of such determination; and such determination shall not deprive the Postmasters-General or either of them of any rights or remedies to which they or he would otherwise be entitled by reason of any non-observance or non-performance of any of the provisions herein contained: Provided always that if, within but not after twenty-eight days after any notice of the determination of this contract shall have been given to either of the contractors or left for them as herein-after mentioned, the contractors shall give notice in writing to the Postmasters-General that they require that the question whether there was such a great or habitual non-observance or non-performance of this contract on the part of the contractors as to justify the Postmasters-General or one of them in determining the same shall be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Postmasters-General and the contractors. In case the arbitrator or arbitrators or the umpire shall at any time or times decide that the Postmasters-General were not justified in determining the contract, the Postmasters-General shall have and be entitled from time to time to exercise the power herein-before given to them to determine the contract as fully and effectually as if they had not, on any