

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.

5. The mails shall be conveyed thirteen times in each year between San Francisco and Auckland, by way of Honolulu, and at the same rate between Auckland and San Francisco by way of Honolulu, and the service shall be deemed to have commenced with the despatch of the "Zealandia" from San Francisco on the fifteenth day of November, one thousand eight hundred and ninety. The vessels respectively employed to convey the mails shall leave the said ports of Auckland and San Francisco on the days and at the times to be from time to time appointed for the purpose by the Postmaster-General.

The said vessels, on each voyage between San Francisco, Honolulu, and Auckland, and between Auckland, Honolulu, and San Francisco, shall call, if required by the Postmaster-General, but not otherwise, off the Navigator Islands for the purpose of landing and receiving mails, and, with the consent in writing of the Postmaster-General, but not otherwise, at any other port intermediate between Auckland and San Francisco: Provided that if any vessel shall be required as aforesaid to call off the Navigator Islands, and be detained for the purpose of receiving or delivering mails exceeding one hour, then credit shall be given to the Company for such additional time beyond such hour and shall be allowed for in computing the duration of the voyage.

6. The Company, at its own expense, shall deliver and take the mails to and from the steamers and from the shore at convenient places (except off the Navigator Island), to be from time to time appointed by the Postmaster-General, in the respective ports from and to which the mails are to be conveyed; and also shall convey the same and the officers having charge of them to and from such steamers and 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 Postmaster-General to and from such steamers and 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.

7. If the Postmaster-General or his 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 the Postmaster-General or such officers or agents to order such delay, not exceeding thirty-six hours at San Francisco, and not exceeding twenty-four hours at Auckland, free of charge for demurrage, 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 Company 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 Company, without any such notice, shall delay the departure of any vessels (if necessary) at San Francisco six days to await the arrival of the mails from London for Australia and New Zealand. For such detention demurrage at the rate of five pounds an hour shall be paid the company, such days to be reckoned from the due date of the arrival of the said mails respectively, but for the first thirty-six hours there shall be no payment for demurrage. The Postmaster-General shall also be at liberty from time to time to postpone the times of departure of the said vessels from the port of Auckland for a longer period than twenty-four hours; but for every hour over such twenty-four hours demurrage at the rate of five pounds an hour shall be paid.

8. 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 and Auckland respectively ready to put to sea in due time to perform the services hereby contracted to be performed the Company shall pay as liquidated damages to the Postmaster-General in respect of every mail that shall be delayed by reason of any such default as aforesaid the sum of two hundred 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 Postmaster-General shall think fit to employ or to sanction being employed for the purpose: Provided that the Postmaster-General shall have power to remit or reduce any of the sums payable, as in this clause mentioned, if he shall be satisfied that any such default as aforesaid was attributable to causes over which the Company had no control: Provided also that the maximum amount to be paid by the Company under this clause in respect of such defaults for any one voyage shall not exceed one thousand pounds.

9. The mails shall be safely conveyed from San Francisco to Auckland within four hundred and eighty hours, and from Auckland to San Francisco within a like period; the times aforesaid to be calculated from the times appointed for the departure of the mail respectively, unless any vessel shall be delayed in consequence of the mail not being ready for embarkation in due time either at San Francisco or at Auckland, in which case the time shall be calculated from the time of the mail being ready for delivery at the port where the delay shall take place.

In case of the loss of any of the mails by wreck of any mail-vessel or otherwise, the Company shall with all possible despatch, at their own cost, do all such acts and take all such measures as may be reasonably done and taken to recover the mails so lost. And the Company shall be liable for all damage or injury to any of the mails, from whatever cause the same may arise or happen, except fire, the act of God, or the Queen's enemies.

10. For the conveyance of mails under this contract the Postmaster-General will pay to the Company at the following rates: Letters at twelve shillings per pound on the net weight of the letters conveyed, excluding, however, all letters sent from America.