

*Character of Mail-ships and Conditions of Mail Service.*

8. Every mail-ship shall be a good substantial and efficient steamship, of adequate power and speed, and supplied with first-rate appropriate steam-engines, and shall be in all respects suited to the performance of the services herein agreed to be performed within the respective times herein stipulated, and shall be provided and kept by the company seaworthy and in complete repair and readiness to the satisfaction of the Postmaster-General.

9. Every mail-ship shall be always properly and sufficiently equipped in all respects so as to render her constantly efficient for the said services and safe for the conveyance of mails, and shall be manned with legally qualified and competent officers with appropriate certificates granted pursuant to the Act or Acts in force for the time being relative to the granting of 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 and registered surgeon.

10. Every mail-ship, and the equipment, officers, engineers, and crew thereof, shall be subject at all times to the inspection of the Postmaster-General, or of such person or persons as he shall at any time or times authorise to make such inspection.

11. (1.) If the Postmaster-General shall at any time consider any mail-ship unfit for service under this agreement, he may require the company to show cause why such mail-ship should not be withdrawn from the service, and unless the company shall forthwith show cause to the contrary to the satisfaction of the Postmaster-General he may declare such mail-ship to be unfit for service under this agreement; and after such declaration shall have been made the company shall not employ such ship in the performance of this agreement.

(2.) In order to determine whether the Postmaster-General shall be justified in declaring any mail-ship unfit for service, or whether the company shall be able to show cause to the contrary, a special examination may be made of the hull and machinery of any such mail-ship by such person or persons as may be appointed for that purpose by the Postmaster-General.

12. The company shall, at their own cost and to the satisfaction of the Postmaster-General, provide on each mail-ship a separate room or rooms for the convenient and secure deposit of the mails, under lock and key, and the services of the crew of every such mail-ship shall from time to time be given in the conveyance of the mails to and from such mail room or rooms.

13. (1.) The company shall, at their own cost, land, deliver, and embark the mails at all ports or places at which the mails are to be landed, delivered, and embarked, and shall accordingly, at their own cost, provide suitable means and proper assistance for and shall be responsible for the due landing, delivery, and embarkation of the mails.

(2.) The company, and all commanding and other officers of the mail-ships, and all agents, seamen, and servants of the company, shall at all times punctually attend to the orders and directions of the Postmaster-General, his officers, or agents, as to the mode, time, and place of landing, delivering, and embarking the mails, and shall at all times protect the mails to the utmost of their power.

14. (1.) The master or commander of each of the mail-ships shall, whenever required by the Postmaster-General, his officers, or agents so to do (without any remuneration other than the subsidy payable to the company under this agreement), take charge of the mails conveyed, or intended to be conveyed, by such mail-ship, and shall adopt all necessary measures and precautions for the safety of the mails to the satisfaction of the Postmaster-General, his officers, and agents.

(2.) Each of such masters or commanders shall make the usual declaration or declarations required, or which may hereafter be required by the Postmaster-General in such and similar cases, and furnish such journals, returns, and information to and perform such services as the Postmaster-General, his officers, or agents may require.

(3.) Every such master or commander, or officer duly authorised by him, having charge of mails, shall himself immediately on the arrival of the mail-ship at any port or place deliver all mails for such port or place into the hands of the Postmaster of such port or place, or of such other person at such port or place as the Postmaster-General shall authorise to receive the same, and shall in like manner receive all the return or other mails to be forwarded in due course.

15. The company shall undertake and make all necessary and proper arrangements in connection with any statutory regulations of the Local Government Board relative to public health, or in connection with quarantine, which may be required in respect of the mail-ships, and no deductions shall be made from the subsidy payable under this agreement, nor shall the company be otherwise liable for or by reason of any delay in the landing, embarkation, delivery, or conveyance of any mails arising from the observance of any such regulations or the imposition of quarantine.

16. (1.) Nothing in this agreement shall exempt the company or any mail-ship from the operation of any Act of Parliament, Order in Council, by-law, or other provision of the law in relation to explosives.

(2.) The company shall not convey in any mail-ship any article which, in the opinion of the Postmaster-General, is likely to endanger the mails.

17. The company shall be responsible for the loss or damage of any parcel, or of any registered postal packet of any kind conveyed, or tendered for conveyance, under this agreement (unless such loss or damage be caused or occasioned by act of God, the Queen's enemies, pirates, restraints of princes, rulers, or people, jettison, barratry, fire, collision, or perils or accidents of the seas, rivers, and steam navigation), and in the event of any such loss or damage (except as aforesaid) the company shall be liable to pay to the Postmaster-General in respect of each parcel or registered postal packet so lost or damaged (subject to the proviso hereinafter contained) such sum of money as shall be equal to the amount which may have been awarded and paid by the Postmaster-General at his sole option and discretion (and although not under any legal obligation) to the