

6. In the case of the loss of any mails after delivery on board the vessels at Wellington the Company shall with all possible despatch, at its own cost, do all such acts and take all such measures as may be reasonably expected to be done and taken to recover the mails so lost, and the Company shall be liable for all damage or injury to the mails from whatsoever cause the same may arise or happen, excepting fire, the act of God, perils of the seas, or enemies of the flag: PROVIDED, however, that such liability shall in no case exceed ten pounds (£10) for any one package as aforesaid.

7. The Company and all commanding officers of any vessels to be employed under this contract shall attend to the orders and directions of the Postmaster-General or his officers as to the mode, time, and place of landing, transshipping, delivering, and receiving the mails at the several ports, subject to any special provisions herein contained, and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

8. All orders, notices, and directions which are hereby authorised to be given to the Company, its officers, servants, or agents, may be delivered to the master or commander of any of the said vessels, or other officer, or agent of the Company in the charge or management of any vessel employed in the performance of this contract on board such vessel, or left for the Company on board such vessel, or at the Company's office at Wellington or Dunedin, and any orders, notices, or directions so given or left shall be binding on the Company.

9. The Company shall at its own expense convey the mails and the officers in charge thereof to and from the said steamships from or to the post-offices at the terminal or intermediate ports in suitable boats furnished with suitable coverings for the mails, and properly equipped and manned, and shall at its own expense at the port of Papeete tranship to the steamships of the Spreckels Company hereinbefore mentioned all mails for outward transmission to San Francisco: AND the Company further agrees to indemnify the Postmaster-General against all and any claims which may be made against the Postmaster-General by the Government of Tahiti or by any other person or Company whatsoever for the transshipment of such mails as aforesaid, or for the storage of such mails during the period that may elapse between the time of disembarkation of such mails from the steamships of the Company and the time of their delivery and embarkation on board the steamships of the Spreckels Company.

10. Should it be deemed by the Postmaster-General, his officers or agents, requisite for the public service that any mail-ship under this contract should at any time or times be delayed in her departure from any port from which the mails are to be conveyed under this contract beyond the time appointed for her departure therefrom, the Postmaster-General or any of his officers or agents shall have power, without payment of compensation, to order such delay (not, however, exceeding twenty-four hours) by letter addressed to the master of such vessel or any person acting as such, and such letter shall be deemed a sufficient authority for such detention: PROVIDED, however, that in any such case an equivalent addition shall be made to the period of transit during which such detention shall take place.

11. The expression "mails" for the purpose of this contract shall be deemed to mean and include all boxes, bags, or packets of letters, letter-cards, post-cards, newspapers, parcels, books, or printed matter, and all other articles which under "The Post and Telegraph Act, 1908," or other Acts or regulations for the time being in force, are transmissible by post without regard to place either of origin or destination, and also empty boxes and other receptacles used or to be used in carrying on the Post Office service, or which shall ordinarily be sent by or to or from the Post Office: AND, further, the term "New Zealand mails" shall for the purpose of this contract be deemed to mean and include all mails originating in any place in New Zealand or any mails despatched from any New Zealand port (including the Cook Islands or any other islands defined as included in the Dominion of New Zealand in the Pacific Ocean).

12. The Company shall not be entitled to receive from the Postmaster-General any poundage on New Zealand mails conveyed from Wellington or the ports *en route* to Papeete, and the Company hereby agrees to indemnify the Postmaster-General against any claims made by the Government of Tahiti or the Spreckels Company in respect of poundage rates, Postal Union transit charges, or any charges of whatsoever nature for the embarking, transshipment, storage, conveyance, and landing of any such mails from the time they leave the Company's steamers until they are handed over to the Postal authorities at San Francisco: PROVIDED, however, that these conditions shall not apply in respect to any mails originating in any place outside of New Zealand, except the Cook Islands or any other islands in the Pacific Ocean as defined in the preceding section of these presents, which may be forwarded for despatch by the Company's steamers under this contract.

13. The Company shall likewise, and without payment by the Postmaster-General of any gratuities for such conveyance or any other payment further than the subsidy herein agreed to be paid in respect of this contract, convey to the port of Wellington, or to any intermediate New Zealand port for onward transmission to Wellington, all New Zealand mails intended for conveyance by the contract vessels which may be tendered by the Postmaster-General or his officers at any New Zealand port from which any of the Company's vessels (whether such vessels are employed under this contract or not) are about to sail for Wellington direct, or to such New Zealand port as hereinbefore mentioned intermediate between the port at which the mails are so tendered and the port of Wellington, for conveyance thence by the contract vessels to Tahiti.

14. It is hereby expressly agreed and stipulated that the regular and efficient running of the mail-steamers of the Spreckels Company between the ports of San Francisco and Papeete and of Papeete and San Francisco in accordance with the time-table hereinbefore mentioned, and to be submitted by the Company to and approved by the Postmaster-General, shall be a condition precedent to the continuance of this contract on the part of the Postmaster-General: AND it is further agreed that in the event of the aforementioned steamers of the Spreckels Company ceasing to call at the port of Papeete or running so irregularly between the ports of San Francisco and Papeete and of Papeete and San Francisco that in the opinion of the Postmaster-General the service, the subject of this contract, is rendered