

ARTICLES OF AGREEMENT made this 18th day of December in the year of our Lord 1843 between James Whitney of the City of St. John in the Province of New Brunswick Merchant of the one part and Alexander Elliott of Halifax in the Province of Nova Scotia Naval Storekeeper of the Dockyard at Halifax aforesaid for and on behalf of Her Majesty her heirs and successors under the direction of the Lords Commissioners for Executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland of the other part Witness that the said James Whitney for and in consideration of the sum of Four Thousand One Hundred and Fifty Pounds of sterling money of Great Britain to be to him paid upon the terms and under the stipulations hereinafter contained doth hereby covenant promise and agree to and with the said Alexander Elliott (on behalf of Her Majesty) that he the said James Whitney will during the continuance of this present Contract carry and convey as hereinafter provided Her Majesty's Mails (under which term all dispatches and letters are meant to be included) which shall at any time and from time to time by the Commissioners aforesaid or Her Majesty's Postmaster General or any of the Officers or Agents of the said Commissioners or Postmaster General be required to be conveyed between Halifax aforesaid and St. Johns in the Island of Newfoundland twice each way every calendar month the Mails which leave England during the months of April May June July August September October and November and once in each month during the months of December January February and March The said Mails to be carried and conveyed in a good and sufficient Steam vessel of not less than one hundred horse power during the months of April May June July August September October November and December and in a good and sufficient sailing vessel of not less than one hundred and twenty tons burthen during the months of January February and March under the stipulations hereinafter contained The said James Whitney doth hereby covenant promise and agree to and with the said Alexander Elliott (on behalf of Her Majesty) that he the said James Whitney shall and will at all times during the continuance of this contract provide maintain and keep seaworthy and in complete readiness for the purpose of conveying the said Mails a good substantial and efficient Steam vessel to be supplied and furnished with engines of not less than one hundred horse power the said vessel to be and while employed in the performance of the Contract shall be supplied and furnished with all necessary and proper engines machinery furniture stores and apparel and manned with competent Officers Engineers and a sufficient crew of able seamen and other men to be in all respects as to vessel machinery engines equipment and crew subject to the approval of the said Commissioners or the senior Naval Officer on the North American Station or such other person or persons as they or he shall from time to time appoint for that purpose the said James Whitney being required and bound to make such reasonable improvements in the said vessel her engines machinery and equipments as may be from time to time necessary and proper And also shall and will during the continuance of this Contract provide maintain and keep seaworthy a good substantial and efficient sailing vessel of not less than one hundred and twenty tons burthen new measurement which vessel shall be always supplied with all necessary and proper apparel furniture stores tackle masts yards sails anchors cables cordage boats pumps provisions and whatever else may be requisite and necessary for equipping the said vessel and rendering her constantly efficient for the service hereby contracted for and also manned with competent Officers and a sufficient crew and to be in all respects as to vessel equipments Officers and crew subject to such approval as aforesaid And also that he the said James Whitney shall and will during the continuance of this Contract diligently faithfully and to the satisfaction of the said Commissioners and also of the Naval Commander in Chief or senior Naval Officer on the North American Station and with all possible speed in every case convey twice each way in the months of April May June July August September October and November and once each way in the months of December January February and March as aforesaid Her Majesty's Mails in the said vessels as hereinafter mentioned And that a Steam Vessel so approved of equipped and manned as aforesaid with Her Majesty's Mails on board within twelve hours after the arrival at the port of Halifax from England of each of the Mail Steam Packets employed under a Contract with Samuel Cunard Esquire of Halifax or upon the arrival of the regular Mails from England in whatever way the same may be conveyed shall leave that port after receiving Her Majesty's Mails on board and proceed to St. Johns in the Island of Newfoundland without loss of time with permission to touch at a port in Cape Breton as hereinafter provided and after remaining not more than two days at St. Johns (unless a longer stay shall be sanctioned by an authority in writing to the Commander of the vessel from the Lieutenant Governor of that port or the Postmaster there which written authority shall in every case be immediately transmitted by the Commander to the Secretary of the Admiralty and also to the Senior Naval Officer on the North American Station) and in case of such prolonged period of stay by the sanction aforesaid then immediately on the termination thereof shall depart thence for Halifax with Her Majesty's Mails on board (with the like permission to touch and remain at a port in Cape Breton as hereinafter mentioned) and there deliver the same to the Deputy Postmaster General or other person duly appointed to receive the same during the said months of April May June July August September October November and December And that a Sailing vessel so

approved of equipped and manned as aforesaid shall in like manner with Her Majesty's Mails on board within twelve hours after the arrival at the port of Halifax from England of each of the Mail Steam Packets employed under the said Contract with the said Samuel Cunard or upon the arrival of the regular Mails at Halifax from England in whatever way the same may be conveyed once in each month during the months of January February and March proceed direct from Halifax aforesaid to St. Johns aforesaid and shall return from thence to Halifax aforesaid direct with Her Majesty's Mails on board under the same stipulations herein before mentioned as regards the Steam vessel but without any permission to stop or touch at a port in Cape Breton during the said months of January February and March Provided always nevertheless and it is hereby agreed that the port in the Island of Cape Breton at which the said Steam vessel shall have liberty to touch on her voyage to and from St. Johns aforesaid shall be previously sanctioned by Her Majesty's Government or the Senior Naval Officer on the North American Station and may from time to time be changed with the like sanction but that the said Steam vessel shall not at any time remain longer than twenty four hours at any such port And that the said James Whitney shall and will carry and convey in the said Steam vessel all such Mails to and from such port in Cape Breton as may be required from time to time or shall be put on board by the Deputy Postmaster General at Halifax or the Postmaster at such port in Cape Breton and that every Steam vessel and Sailing vessel which may be employed in the completion of this Contract shall at all times unless detained by the authority hereinbefore mentioned or prevented by storm tempest or some other unavoidable casualty be ready to receive the Mails at Halifax aforesaid upon their respective arrival from England as hereinbefore mentioned And that in case the Steam vessel to be employed under this Contract shall at any time during the continuance thereof be lost or destroyed by fire tempest or any other casualty then and in every such case the said James Whitney shall without any unnecessary and unavoidable delay and within such reasonable time as may be required by the Naval Commander in Chief on the North American Station have the said Steam vessel replaced by another of similar power and description and in the mean time the said Mails shall be carried and conveyed in good and sufficient Sailing vessels of not less than one hundred and twenty tons burthen each and in such way and manner as shall be approved of by the Naval Commander in Chief on the North American Station And that the said Sailing vessels shall be at all times ready to receive the Mails at Halifax aforesaid upon the arrival of the said Mail Steamers from England That if during any of the winter months it should happen that the port of St. Johns Newfoundland shall be found to be inaccessible on account of the ice then and in such case Her Majesty's Mails shall by and at the expense of the said James Whitney be landed and received on board at such port on the south west coast of the said Island as may be accessible and shall also at his expense be by him conveyed to and from St. Johns by land with the utmost possible dispatch the return Mails being dispatched from St. Johns within the same period as they are to be dispatched thence when a vessel employed in the performance of this Contract actually enters the port of St. Johns Provided always that as often as any change shall be made in the days of arrival at Halifax of the Steamers from England by the Cunard line or other conveyance by which the Mails may be brought from England a corresponding change shall when and so often as may be required be made in the time of departure from Halifax of the vessels employed in the performance of this Contract That the said James Whitney shall receive and allow to remain on board each of the vessels to be employed in the performance of this Contract an Officer to be appointed by the said Commissioners or by the said Postmaster General to take charge of Her Majesty's Mails who shall be recognized and considered by the said James Whitney his Officers Agents and Seamen as the Agent of the said Commissioners in charge of Her Majesty's Mails and as having full authority in all cases to require a due and strict execution of the conditions of this Contract on the part of the said James Whitney his officers servants and Agents and to determine every question whenever arising relative to proceeding to sea or putting into harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of every such officer duly authorized to have the charge of Her Majesty's Mails shall in each and every of such cases be final and binding on the said James Whitney unless the said Commissioners or the said Commander in Chief or senior Naval Officer on appeal from the said James Whitney shall think proper to decide otherwise That a suitable first-rate cabin with appropriate bed bedding and furniture shall at the cost of the said James Whitney be provided and appropriated by him for and to the exclusive use and for the sole accommodation of every Officer in charge of Her Majesty's Mails and also a convenient and proper place of deposit on board with secure lock and key for Her Majesty's Mails and that each and every of the same officers shall be victualled by the said James Whitney as a chief cabin passenger without any charge being made either for his passage or victualling That at each and every of the said ports or places to which the said vessels are to proceed in the performance of this contract Her Majesty's Mails shall be delivered and received as shall be directed by the Officer in charge of the said Mails (if employed) who shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the vessel employed