

for the time being in the performance of this Contract together with or (if such Officer consider requisite) without Her Majesty's Mails in a suitable boat of not less than four oars to be provided and properly manned and equipped by the said James Whitney and the directions of every such Officer shall in all cases be obeyed as to the mode time and place of receiving and delivering Her Majesty's Mails but should the said Commissioners think it inexpedient to have any such Officer employed in that case the Commander of the said vessel for the time being employed in the service hereby contracted to be performed shall without any additional charge take care of and be responsible for Her Majesty's Mails and shall without loss of time personally receive the same from and deliver the same to the respective Postmasters at Halifax and St. Johns Newfoundland a receipt being always given and taken for Her Majesty's Mails and such Commander (if required by the said Commissioners so to do) shall take the oath or declaration of office required by the Regulations for the time being of the General Post Office That if at any time during the continuance of this Contract a proper and approved of vessel shall not proceed to sea from Halifax or Newfoundland as the case may be with Her Majesty's Mails on board at the time when the same ought to proceed to sea in pursuance of this Contract then and so often as any such default shall happen he the said James Whitney his Executors and Administrators shall and will pay unto Her Majesty her heirs and successors the sum of one hundred pounds and also a sum of fifty pounds for each successive period of six hours which shall elapse until such vessel shall actually proceed to sea from the said places respectively with Her Majesty's Mails unless it shall be made to appear to the satisfaction of the said Commissioners by the said James Whitney that such default arose from unavoidable accident stress of weather or other cause over which the said James Whitney had not and could not have had any control That if any vessel having Her Majesty's Mails on board shall stop linger or deviate from the direct course of her voyage (except when authorized as aforesaid) or shall delay starting at the exact time or shall put back into port after starting without the sanction in each and every case of the Officer authorized to have charge of the said Mails then and in each and every of such cases and as often as the same shall happen the said James Whitney shall forfeit and pay unto Her Majesty her heirs and successors the sum of one hundred pounds That every vessel employed in the performance of this Contract shall as soon as the said Mails are on board proceed without delay to sea and shall not touch at any intermediate port between Halifax and Saint Johns Newfoundland excepting one of the ports of Cape Briton as before mentioned unless compelled to do so by stress of weather or other unavoidable circumstance without the express authority in writing of the said Commissioners or their authorized agent and that Her Majesty's Mails shall be delivered on their arrival at the said respective ports without any loss of time That a bill shall be kept by the Commander of every vessel employed for the time being in the performance of the said service in such form as the said Commissioners shall at any time or from time to time direct and that there shall be accurately noted by such Commander on such bills the time of every arrival and departure of the vessel and that the same shall be signed by the said Commander and that one copy thereof shall be transmitted to the Secretary of the General Post Office London and another to the Secretary of the Admiralty by the first post after each return of the said vessel to Halifax Nova Scotia That every Officer to be appointed as aforesaid to have the charge of Her Majesty's Mails shall either alone or with such other persons as he may consider necessary have full power whenever and as often as he may deem it requisite to examine and survey in such manner as he may think proper all and every or any of the vessels employed or to be employed in the performance of this Contract and the hulls equipments and crew thereof on his giving notice in writing to the Commander or person acting as such for the time being of the vessel about to be examined of such his intention and if any defect or deficiency be ascertained and notice thereof in writing be given to such Commander or person acting as such and if the Commander or person acting as such shall not immediately or as soon as possible thereupon remedy replace or effectually repair or make good every such defect or deficiency he the said James Whitney shall in every such case forfeit and pay to Her Majesty her heirs and successors the sum of one hundred and fifty pounds sterling And the said Commissioners or the said Naval Commander in Chief or senior Officer for the time being shall likewise have full power whenever and as often as they or he may deem it requisite to survey by any other Officers or Agents all and every the vessels employed and to be employed in the performance of this Contract and the hulls thereof and the engines machinery furniture tackle apparel boats stores and equipments of every such vessel and if any such vessel or any part thereof or any furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such Officers or Agents unseaworthy or not adapted to the service hereby contracted to be performed every vessel which shall be so disapproved of or in which such deficiency or defect shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her Majesty's Mails until such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Commissioners or Commander in Chief or senior Naval Officer as aforesaid the said James Whitney shall forfeit and pay to Her Majesty her heirs and successors the sum of one hundred pounds but

it is hereby agreed that the payment of any of such two last mentioned penalties shall not in anywise release or discharge the said James Whitney from performing the service hereby contracted to be performed by some other efficient vessel or vessels nor from remedying replacing or efficiently making good the deficiency or defect or from being considered not to have committed a breach of this contract That the said James Whitney and all commanding and other Officers of the vessels to be employed in the performance of this Contract and all agents seamen and servants of the said James Whitney shall at all times during the continuance of this Contract punctually attend to all the orders and directions of the said Commissioners or of any of the Officers or Agents of them or of the General Post Office as to the landing delivering and receiving Her Majesty's mails or otherwise in the performance of this Contract and shall do all in their power to carry into full effect the stipulations hereby entered into by the said James Whitney And it is hereby agreed by and between the parties hereto that all and every the sums of money hereby stipulated to be forfeited and paid by the said James Whitney unto Her Majesty her heirs and successors shall be considered as stipulated or ascertained damages and shall and may be deducted and retained by the said Commissioners out of any monies payable or which may thereafter be payable to him under this Contract or the payment thereof may be enforced with full costs of suit at the discretion of the said Commissioners And it is hereby agreed and declared that the period during which the said service shall be performed as aforesaid shall commence on the seventeenth day of April next or on the arrival of the first Steamer from England in that month and shall continue until the first day of September in the year of our Lord one thousand eight hundred and forty eight and thenceforth until the expiration of six calendar months notice in writing which may be given by the said Commissioners or by any two of them or by one of their secretaries to the said James Whitney or by the said James Whitney to the said Commissioners to terminate the same And the said Alexander Elliott in consideration of the premises and of the said James Whitney his officers servants and agents strictly and punctually performing the contract hereby entered into by him doth for and on behalf of Her Majesty her heirs and successors agree with the said James Whitney that on his lodging or causing to be lodged from time to time in the office of the Accountant General of Her Majesty's Navy certificates from the said Commander in Chief or senior naval officer of the due and faithful performance of the service hereby contracted to be performed they the said Commissioners on behalf of her Majesty will pay or cause to be paid to the said James Whitney by bills payable by her Majesty's paymaster general the sum of four thousand one hundred and fifty pound sterling per annum by equal quarterly payments But it is hereby contracted and agreed by the said James Whitney that he shall give and provide sufficient security to the satisfaction of the said Commissioners in the sum of one thousand pounds sterling that no further demand than the sum before mentioned of 4150 pounds sterling shall be made by him the said James Whitney his executors or administrators for the service hereby contracted to be performed by him And it is hereby further agreed and provided that the said James Whitney his executors or administrators shall not assign underlet or otherwise dispose of this contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach of this contract on the part of the said James Whitney his executors or administrators it shall be lawful for the said Commissioners (if they think fit) by writing under the hands of them or any two of them or under the hand of any of their secretaries for the time being to determine this contract without any previous notice to the said James Whitney his executors or administrators or his or their agents nor shall the said James Whitney his executors or administrators be entitled to any compensation in consequence of such determination but even if this contract be so determined the said James Whitney shall not be thereby released from the payment of the sum of money hereinafter stipulated to be paid by him in case of any breach thereof And it is also agreed that the notices or directions which the said Commissioners or their secretary officers or other persons are hereby authorized and empowered to give to the said James Whitney his executors or administrators officers servants or agents may at the option of the said Commissioners or their secretary officers or other persons be either delivered to the masters or commanders or other officer agent or servant of the said James Whitney his executors or administrators in the charge or management of any vessel to be or while employed in the performance of this contract or be left for the said James Whitney with his agent in London or in Halifax (the name of which agents are to be made known by the said James Whitney to the said Commissioners) any notices or directions so given or left shall be as binding on the said James Whitney his executors or administrators as if personally served upon or left with him or them And in pursuance of the directions contained in a certain Act of Parliament made and passed in the twenty second year of the reign of King George the Third entitled "An Act for restraining any person concerned in any Contract Commission or Agreement made for the public service from being elected or sitting and voting as a member of the House of Commons" it is hereby expressly declared and agreed and these presents are upon the express condition and the said James Whitney doth covenant for himself his heirs executors and administrators that no