

of any such Vessel or person acting as such and which shall be deemed a sufficient authority for such detention Provided always nevertheless that the power so delegated to the said Naval Commander-in-Chief shall only be exercised by him under circumstances of extreme urgency or necessity and the nature of which circumstances shall in every case be forthwith specially reported by him to the said Commissioners

That the said Company shall and will from time to time and at all times during the continuance of this Contract make such alterations or improvements in the construction equipments and Machinery of the Vessels which shall be used in the performance of this Contract as the advanced state of Science may suggest and the said Commissioners may direct

That the said Company shall if required receive and allow to remain on board each of the said Vessels so to be and while employed in the performance of this Contract an Officer of Her Majesty's Navy or any other Person to be severally appointed by the said Commissioners to take charge of the said Mails and also a Servant of the said Officer or Person if required and that every such Officer or Person shall be recognised and considered by the said Company and their 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 this Contract on the part of the said Company their 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 such Officer or Person as aforesaid shall in each and every such case be final and binding on the said Company unless the said Commissioners on appeal by the said Company shall think proper to decide otherwise but it is understood that the above expression "to determine" every question shall not confer upon such Officer or Person the power of compulsion in such cases

That a suitable Berth with appropriate bed bedding and furniture shall at the cost of the said Company be provided and appropriated by them for and to the exclusive use and for the sole accommodation of such Agent of the said Commissioners and also a proper and convenient place of deposit on board with secure Lock and Key for Her Majesty's Mails and that each and every of the said Agents shall be victualled by the said Company as a Chief Cabin Passenger without any charge being made for the same and that should all or any of such Agents require a Servant such Servant shall also be provided with a proper and suitable berth and be duly victualled whilst on board by and at the cost of the said Company without any charge being made for the same and should the said Commissioners deem it expedient to place the said Mails and Despatches in charge of the Master or Commander of the Steam Vessel the said Master or

Commander shall and will make the usual Post Office Declaration and furnish such Journal returns and information and perform such services as the said Commissioners or their Agent may require

That Her Majesty's Mails shall be conveyed in the said Vessels and be delivered and received at each of the places to which the said Vessels are to proceed in the performance of this Contract and that at each Port or Place where the said Mails are to be delivered and received the Agent having charge of her Majesty's Mails 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 for the time being in the performance of this Contract together with or (if such Agent consider requisite for the purposes of this Contract) without Her Majesty's Mails in a suitable Boat to be provided and properly manned and equipped by the said Company and that the directions of such Agent shall in all cases be obeyed as to the mode time and place of receiving and delivering Her Majesty's Mails

That if any Vessel employed in the performance of this Contract having Her Majesty's Mails on board shall stop linger or deviate from the direct course on her voyage except from stress of weather accidents or when authorised as aforesaid or shall delay starting as the proper time or shall put back into Port after starting without the sanction in each and every case of the Agent authorised to have the charge of the said Mails or when so sanctioned to put back into Port shall not again start and proceed direct in the performance of the service hereby contracted for when and so soon as required by the said Agent then and in every such cases and as often as the same shall happen the said Company shall and will forfeit and pay unto Her Majesty Her Heirs and Successors the sum of £500 and also the further sum of £500 for every successive period of 12 hours which shall elapse until such Vessel shall proceed direct on her voyage in the performance of this Contract

But the said Company are not to be liable to any Penalties under this Contract for any matters arising from circumstances over which they and their Servants had not and could not have had any controul and which shall be so proved to the satisfaction of the said Commissioners

That every Agent authorised to have the charge of the said Mails shall either alone or with such other persons as he may consider necessary have full power and authority as often as he may deem it requisite to examine and survey in such manner and with the assistance of such persons as he may think proper any of the Vessels employed or to be employed in the performance of this Contract and the Hulls Machinery equipments and Crews thereof on his giving reasonable notice in writing to the Master for the time of the Vessel about to be examined or to the person acting as such of such his intention and if any defect or deficiency be ascertained and Notice thereof in