

writing be given to such Master or Person the said Master shall immediately or as soon as possible thereupon remedy replace or effectively repair or make good every such defect or deficiency

And that the said Commissioners shall also have full power whenever and as often as they may deem it requisite to Survey by any of their 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 Stores and equipments of every such vessel the said vessels to be opened in their Hulls whenever the said officers may require and if any such vessel or any part thereof or any Engines Machinery 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 or if the said Commissioners shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of Science every Vessel which shall be disapproved of or in which such defect or deficiency or want of improvement 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 or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners

That the said Company 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 Company shall at all times during the continuance of this Contract punctually attend to the orders and directions of the said Commissioners or of any of their Officers or Agents as to the landing delivering and receiving Her Majesty's Mails

That the said Company shall and will when and as often as in writing they or the Masters of their respective Vessels shall be required so to do by the said Commissioners or by any Naval or other Officer or Agent acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommodation to be provided for him or them) receive provide for victual and convey on board each and every or any of the Vessels to be employed in the performance of this Contract for the whole or any portion of the voyages of the said Vessels (in addition to the Naval Officer or other person authorised to have the charge of the said Mails) any Naval Military and Civil Officers in the service of Her Majesty not exceeding 4 as Chief Cabin Passengers and any number of Seamen Marines or Soldiers in Her Majesty's Service not exceeding 8 as Deck Passengers to be effectually protected from Sun Rain and bad weather charging for such Chief Cabin and Deck Passengers two-thirds only of the

fares or rates charged by the said Company for ordinary passengers of a similar description not less than 48 hours notice being given to the agent of the said Company at the Port of Embarkation

And that all and every the sums of money hereby stipulated to be forfeited and paid by the said Company 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 the said Company or the payment may be enforced as a debt due to Her Majesty with full cost of suit at the discretion of the said Commissioners

That the said Company shall and will receive on board each and every of the Vessels employed in the performance of this Contract any number of small packages containing Astronomical Instruments Charts Wearing Apparel or other Articles and convey and deliver the same to from and between all or any of the said ports or places to or from which the said Mails are to be conveyed in the performance of this Contract when and as often as directed by the British Naval Officer in command at any port where the Vessel may touch free from all costs and charges and also shall and will receive on board each and every of the said Vessels and convey and deliver to from and between all or any of the said ports or places any Naval or other Stores not exceeding 5 tons in weight at any one time in any one Vessel at the rate of freight charged by the said Company for private goods

And that the said Company shall in all cases be strictly responsible for the due custody and safe delivery of the said Packages Articles and Stores; Provided always that the said obligation to receive such passengers and stores shall not be binding on the said Company under any circumstance which would endanger or render liable the confiscation or forfeiture of any privileges exclusively granted to the said Company by any of the South American States

That if at any time during the continuance of this Contract the said Commissioners shall deem it requisite to alter the particular days and hours of departure appointed for the departure of the said Vessels from any of the places which the said Vessels are to leave they shall be at liberty at any time or times or from time to time to alter the days and hours of departure on giving a notice in writing of not less than 6 calendar months of such their intention to the said Company provided that any such alteration in the time of departure shall not be such as to prevent the service from being performed by 4 vessels

And it is hereby declared and agreed that this Contract shall commence on the 1st day of July 1846 or on such earlier day as may be mutually agreed on and shall continue in force for 5 years and thenceforward until the expiration of a written notice of twelve calendar months which may at the termination of such five years or at any period of any year afterwards be given either by the said Com-