

the nearest port to the said port of St. John's which shall be accessible, and shall be conveyed between such port and the said port of St. John's by land, by and at the expense of the contractors.

5. If the contractors fail to provide an efficient vessel at Halifax or St. John's aforesaid, ready to put to sea at the times so to be fixed as aforesaid, under this contract, then, and so often as the same shall happen, the contractors shall forfeit and pay unto Her Majesty, her heirs and successors, the sum of 500 *l.*; and the contractors shall also, in like manner, forfeit and pay the further sum of 100 *l.* for every day after the first day during which they shall fail to provide such vessel in manner aforesaid; but so, nevertheless, that the aggregate amount of such penalties in respect of any one voyage shall not exceed the amount of such part of the subsidy as shall be the proportionate part applicable to such voyage.

6. If the duration of any voyage made in pursuance of this Agreement shall exceed the time hereinbefore provided in that behalf by a period equal to or exceeding 12 hours, then and so often as the same shall happen, the contractors shall forfeit and pay in like manner a further and additional sum of 30 *l.* for each complete period of 12 hours by which such voyage shall exceed the time so provided, but so that the aggregate amount of such last-mentioned additional penalties in respect of any one voyage, shall not exceed the amount of such part of the subsidy as shall be the proportionate part applicable to such voyage.

7. The payment by the contractors of any sums of money by way of penalties, shall not in any manner prejudice the right of the Governor of Newfoundland to treat the failure, if any, on the part of the contractors to provide a proper vessel at the appointed time, or to perform any voyage at or within the times hereinbefore in that behalf mentioned, as a breach of this Agreement.

8. The vessel or vessels to be employed under this Agreement shall always have comfortable accommodation for passengers and be furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be requisite for equipping the said vessel or vessels, and rendering it or them constantly efficient for the service hereby agreed to be performed; and also manned and provided with competent officers with appropriate certificates granted pursuant to the Act or Acts of Parliament in force for the time being relative to the granting certificates of officers in the merchant service, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men; and the Governor of Newfoundland for the time being shall have authority and liberty, whenever he may deem it requisite, to cause a survey to be made by any competent person or persons of any of the said vessels, and the hulls, machinery, and equipments thereof, upon giving notice, in writing, to the commander for the time being of the vessel about to be examined of such his intention, so as to be satisfied that such vessel is in all respects capable and fitted for the service to be performed under this contract.

9. The Governor of Newfoundland shall, subject to the provisions contained in Clause 1 of this Agreement, have power from time to time to alter the days and hours of departure from each port so to be appointed by him as aforesaid, upon giving three months' written notice to the contractors; and shall also have power by a written order delivered to the master or commander of any vessel employed by the contractors under this contract, to delay the departure of such vessel from either port for any period not exceeding 24 hours.

10. A separate and secure place, of sufficient size protected from leakage, and under lock and key, shall be provided in such steam vessel or vessels for the deposit and safe custody of Her Majesty's Mails, and the place so provided shall be subject to the approval of the Governor of Newfoundland for the time being, or of such person as he shall appoint to inspect and approve the same, and the masters or commanders of such vessel or vessels, shall take due care of, and the contractors shall be responsible for the receipt and delivery of the said mails, and each of such masters or commanders shall make the usual declaration or declarations required, or which may hereafter be required by the Governor