

the amount of this contract upon the amount of the freight of all articles which may be shipped before the first day of September, said amount of freight to be ascertained and furnished by the said parties hereto of the first part.

And that if this contract be determined in consequence of any failure on the part of the parties of the first part, they shall forfeit all right or claim to any moneys due or payable under this contract, from or by the said parties of the second part.

And the said parties of the second part, hereby agree, that they will give the said parties of the first part due notice on or before the fifteenth of July next, of such parcel of the said furniture, &c., as may be ready for transport, and also, afterwards, due notice for the loading of each vessel from time to time, when they shall be prepared to deliver over the further quantities of the same, and that in case any unnecessary delay shall occur or accrue to the said parties of the first part, by reason of such notice not being given, the parties of the first part shall be allowed demurrage at the rate of thirty-seven pounds and ten shillings per day for each day, such delay shall take place, two days being allowed from the time of commencing to load for which demurrage is not to be claimed or allowed.

In witness whereof the said parties hereto of the first part have signed and sealed these presents, and the parties of the second part have caused their Seal to be affixed hereto, this Ninth day of June, in the year of our Lord one thousand eight hundred and fifty-five.

Witness present
(Signed,) GEO. G. PHILLPOT. }

(Signed,) "
"

JOHN JACQUES, (Stamp.)
ROBERT HAY, (Stamp.)

[SEAL.]