

for coals which may be used in the performance of this contract and the rate of insurance on such coals shall have been raised above the rates actually payable for the same at the date of this contract the contractors shall be paid an additional sum of money according to the increase of the said rates but the said additional sum of money for freight shall be paid in respect of 40,000 tons of coal per annum and no more and the amount of any additional sum of money to be paid in any case or under any circumstances either for insurance and freight or otherwise shall not exceed the rate of 40,000*l.* per annum but in no case whatever shall any additional sum be paid unless it shall have been proved to the satisfaction of the said Commissioners that such additional expenses equal to the amount claimed have been actually and *bonâ fide* incurred and paid by the contractors.

Contract not to be assigned, &c.

In case of assignment, &c. or breach, Admiralty may determine contract without previous notice or compensation.

And it is hereby further agreed and provided that the contractors their 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 contractors their executors or administrators it shall be lawful for the Commissioners for executing the office of Lord High Admiral for the time being if they think fit and notwithstanding there may or may not have been any former breach of this contract by writing under their hands or under the hand of their secretary for the time being to determine this contract without any previous notice to the contractors their executors or administrators or their agents nor shall the contractors their executors or administrators be entitled to any compensation in consequence of such determination but even if this contract be so determined the payment of the sum of money hereinafter agreed to be made shall be enforced should the same be not duly paid by the contractors.

As to services of notices.

And it is also agreed that the notices or directions which the Commissioners for executing the office of Lord High Admiral or their secretary officers or other persons are hereby authorised and empowered to give to the contractors their executors or administrators officers servants or agents may at the option of the same Commissioners or their secretary officers agents or other persons be either delivered to the master or commander or other officer agent or servant of the contractors their 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 at the last-known place of business or abode in England or Scotland either of the said Samuel Cunard or George Burns or Charles McIver their executors or administrators And any notices or directions so given or left shall be as binding on the said Samuel Cunard George Burns and Charles McIver their executors or administrators as if duly served upon or left with them.

If when this contract terminates, any vessel shall have started, or should start, voyage to be continued free of charge, as if contract remained in force. Recited contracts annulled.

And it is hereby agreed that if when this contract or any part thereof terminates any vessel or vessels should have started or should start with the mails in conformity with this contract such voyage or voyages shall be continued and performed and the mails be delivered and received during the same as if this contract remained in force with regard to any such vessels and services but the contractors shall not be entitled to any payment or compensation for the same.

And it is hereby agreed that the hereinbefore recited contracts bearing date respectively the 1st day of April 1850 and the 1st day of January 1852 shall be deemed and be considered to be and are hereby terminated and annulled.

No Member of Parliament entitled to any share of contract.

And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22d year of the reign of King George III. intituled "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 or Commons" it is hereby expressly declared and agreed and these presents are upon this express condition and the contractors do covenant for themselves their heirs executors and administrators that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom.

Contractors bound in 36,000 *l.* for due performance of contract.

And lastly for the due and faithful performance of all and singular the covenants conditions provisoes clauses articles and agreements hereinbefore contained which on the part and behalf of the contractors their heirs executors and administrators are or ought to be observed performed fulfilled or kept the said Samuel Cunard George Burns and Charles McIver do hereby bind themselves their heirs executors and