

That whenever the contractors shall convey any soldiers as deck passengers other than those specially provided for by this contract the contractors shall provide them with adequate protection from rain sun and bad weather and they shall not be exposed on deck without such competent shelter.

Soldiers, as deck passengers, to have adequate protection from rain, &c.

That the contractors their executors or administrators shall and will receive on board each and every of the said vessels employed in the performance of this contract any number of small packages containing astronomical instruments charts medicines wearing apparel or other articles and convey the same to and from and between all or any of the said ports or places to or from which Her Majesty's mails are to be conveyed in the performance of this contract when and as often as directed by the said Commissioners or their secretary or agents duly authorised free from all costs and charges And also shall and will receive on board each and every of the said vessels and convey to and from and between all or any of the same ports or places any naval or other stores not exceeding five tons in weight at any time at the usual rate of freight charged by the contractors for private goods (but which shall never be more than after the rate of 5 l. per ton) on receiving from the said Commissioners or their secretary for the time being or any of their officers or agents two days' previous notice of its being their intention to have such stores so conveyed.

Small packages to be received on board as Admiralty, &c., may direct.

Limited quantity of stores to be conveyed and delivered at rates as for private goods on two days' notice.

And the said Commissioners in consideration of the premises and of the contractors their executors and administrators and their officers servants and agents at all times during the continuance of this contract strictly and punctually performing the services hereinbefore contracted to be performed and the covenants and agreements hereby entered into by them the contractors do for and on behalf of Her Majesty Her heirs and successors agree with the contractors their executors and administrators that the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the contractors their executors and administrators by bills payable by Her Majesty's Paymaster General in seven days from and after the respective dates thereof a sum after the rate of 173,340 l. per annum for the performance of the services between Liverpool and Halifax and between Halifax and Boston and for the performance of the services between Liverpool and New York (either direct or by the way of Halifax as may be required as aforesaid) and a sum after the rate of 3,000 l. per annum for the performance of the service between New York and Nassau aforesaid by quarterly payments and with a proportionate part of those respective sums should such respective services terminate on any other day than a day of quarterly payment the first quarterly payment for and as respects the performance of the services between England and North America to become due on the 1st day of October 1858 and the first quarterly payment for and as respects the performance of the service between New York and Nassau aforesaid on the termination of three calendar months from the day on which the said vessel for such service shall commence her first voyage from New York or Nassau as the case may be in the performance of this contract.

Payments to contractors for services.

And it is hereby agreed and declared that this contract shall commence on the day of the date hereof and shall continue in force until the 1st day of January 1867 and thenceforward until 12 calendar months' notice in writing shall be given by either of the said parties to the other of them that such services shall determine and at the expiration of such notice which may expire at any period of the year this contract shall determine accordingly but not so as to prevent either of the said parties availing themselves of this contract for recovering any sum or sums of money or damages should there have been any breach of this contract previously to such determination.

This contract to commence on 24th June 1858.

And it is hereby agreed that any submission which may be made to arbitration in pursuance of this contract shall be made a rule of Her Majesty's Court of Exchequer pursuant to the statute in that case made and provided and that any witnesses examined upon any reference may be examined upon oath.

Submission to arbitration may be made a rule of the Court of Exchequer.

And it is hereby agreed that if at any time and so long as the contractors shall make it appear to the satisfaction of the Commissioners of Her Majesty's Treasury for the time being (but not otherwise) that from any change in the relations between this kingdom and any foreign state or from war or other causes distinctly of a public and national character to be judged of by the same Commissioners the rate of insurance for steam-vessels and the freight payable by the contractors

When additional sum of money is to be paid for insurance and freight.