

10. If the Contractor fail to provide an efficient vessel at Halifax ready to put to sea on and at the appointed day and hour then and so often as the same shall happen the Contractor shall forfeit and pay unto Her Majesty Her heirs and successors the sum of 500 *l.* and also the further sum of 100 *l.* for every successive 24 hours which shall elapse until such vessel actually proceeds to sea on her voyage in the performance of this Agreement but so nevertheless that the aggregate amount of such penalties in respect of any one voyage which ought to be made in pursuance of this Agreement shall not exceed the part of the subsidy of 19,500 *l.* hereinafter mentioned which shall be applicable to such voyage by a greater sum than the sum of 1,000 *l.*

Penalty for not providing vessels.

11. If the duration of any such voyage as aforesaid between Halifax and St. Thomas in either direction (exclusive of the stoppage at St. George's aforesaid) shall exceed 200 hours then and so often as the same shall happen the Contractor shall forfeit and pay to Her Majesty Her heirs and successors the sum of 30 *l.* for every complete period of 12 hours consumed on such voyage beyond the period of 200 hours or if the duration of any voyage in either direction (exclusive of the stoppage at St. George's aforesaid) between Halifax and any port to be substituted for the port of St. Thomas under the power in that behalf reserved to the Postmaster General by the sixth clause of this Agreement shall exceed the period fixed for the duration of the voyage in either direction (exclusive of the stoppage at St. George's aforesaid) between Halifax and such substituted port as in such sixth clause mentioned then and so often as the same shall happen the Contractor shall forfeit and pay unto Her Majesty Her heirs and successors the sum of 30 *l.* for every complete period of 12 hours consumed on such voyage beyond the period fixed for the duration thereof.

Penalty for delay.

12. Provided always that the full amount of the sums payable by reason of delay on any one voyage shall never exceed the portion of the subsidy of 19,500 *l.* hereinafter agreed to be paid by the Postmaster General as applicable to such voyage and provided further that the payment of any such sums shall not be enforced against the Contractor if it be shown by him to the satisfaction of the Postmaster General that the delay has arisen from causes over which he had not and could not have had any control.

Limitation of penalties for delay.

13. The Contractor shall provide on each of the said vessels and to the satisfaction of the Postmaster General a separate and convenient place for the secure deposit of the mails under lock and key.

Deposit for mails to be provided.

14. The master or commander of every such vessel as aforesaid shall without any remuneration other than that herein provided to be paid to the Contractor take charge of the mails and shall be responsible for the receipt safe custody and delivery thereof and each of such masters or commanders shall make the usual declaration or declarations required or which may hereafter be required by the Postmaster General in such and similar cases and furnish such journals returns and information and perform such services as the Postmaster General or his agents may require and every such master or commander or officer duly authorised by him having the charge of mails shall himself immediately on the arrival at any of the said ports or places of any such vessels deliver all mails for such port or place into the hands of the Postmaster or other person at such port or place whom the Postmaster General shall authorise to receive the same receiving in like manner all the return or other mails to be forwarded in due course.

Masters of vessels to take charge of mails.

15. The Contractor and all commanding and other officers of the vessels employed in the performance of this Agreement and all agents seamen and servants of the Contractor shall at all times punctually attend to the orders and directions of the Postmaster General his officers or agents as to the mode time and place of landing delivering and receiving mails.

Contractor and his servants to obey orders of Postmaster General.

16. The Contractor shall not, nor shall any of the masters or commanders of any of the vessels employed or to be employed under this Agreement receive or permit to be received on board any of the vessels employed under this Agreement any letters for conveyance other than those duly delivered in charge to him by the Postmaster General or his officers or agents or which are or may be privileged by law nor any mails for conveyance on behalf of any colony or foreign country without the consent of the Postmaster General and in case

No letters or mails other than British to be conveyed.