

Copy of  
agreement.

25. That no penalty shall be incurred by any delay occasioned by shipwreck or accident, not arising from misconduct, or from want of skill or foresight on the part of the contractor or his servants, or occasioned by aiding vessels in distress, or their passengers.

26. That the said Sir Hugh Allan doth bind and oblige himself to pay to the Receiver-General of Canada, for every trip not performed according to this contract, a penalty of five thousand dollars; and shall not be entitled to the payment for the trip or trips not made, in proportion to the amount of the present contract for the whole of the trips contracted for.

27. That the present contract is made for and in consideration of the sum of one hundred and twenty-six thousand five hundred and thirty-three dollars and thirty-three cents (\$126,533.33) per annum, to be paid quarterly to the said contractor by the said Postmaster-General, the first payment to be made on the first day of July, eighteen hundred and seventy-three (1873).

28. That it shall be at the option of the Government of Canada to put an end to this contract, and render the same null and void at any time, should the terms and conditions thereof not be fairly fulfilled and carried out in their true and honest meaning, and this without being obliged to have recourse to law; but this contract shall not be voidable by the Government so long as the terms and conditions of it are fairly fulfilled and carried out in their true and honest meaning; and the right of the Government to annul the same for any cause shall be decided on by some tribunal having jurisdiction in such matters, if such there be, or by any tribunal which may be created or appointed by Parliament for this purpose; and such tribunal shall decide summarily, and without appeal by the said Sir Hugh Allan, and may, for the sake of expedition and substantial justice, dispense with the forms and rules of procedure applicable to other cases.

29. That should the Government of Canada determine upon annulling the contract, no penalty shall be payable for the breach or any of the breaches for which this contract shall be so annulled.

30. That should the Postmaster-General appoint any other port in Ireland than Londonderry for receiving and delivering the mails, such other variations shall be made in the conditions of the contract as may be equitable in consequence of such changes of port.

31. That the said contractor will have the power to void this contract at any time by giving the Government twelve months' previous notice of his intention to do so.

32. That this contract is made subject to the sanction of Parliament at its next session.