

not exceed fourteen days, and on the homeward passage, shall not exceed thirteen days on an average of the trips performed every three months; but if, from the prevalence of tempestuous weather, the outward passages from Liverpool to Portland during the months of December, January and February, should in any year exceed fourteen days on an average of the trips performed during said three months, the said Sir Hugh Allan shall not be subject to any penalty in consequence thereof, provided the average of such outward trips for the said named months does not exceed fifteen days.

Copy of
agreement.

19. That, in reckoning the time occupied by the steamers on the outward voyages, allowance shall be made for the time during which the steamers may wait at Londonderry for the arrival of the mails for Canada.

20. That when the presence of fog or ice makes it dangerous to run the vessel at full speed, it shall be the duty of the captain either to slacken the speed, or to stop the vessel as occasion may require, and the time lost by doing so, if proved to the satisfaction of the Postmaster-General, as hereinafter mentioned, shall be allowed to the contractor in addition to the time specified for the length of the voyage.

21. That the proof shall be by a report of the facts, made and sworn to by the captain, and such other evidence as the contractor shall adduce, or the Postmaster-General shall require or obtain; and the proof to be submitted by the said Sir Hugh Allan, shall be submitted to the Postmaster-General immediately after the arrival of the steamer at her port, namely, at Quebec, Portland or Liverpool; such report and affidavit of the captain as to the time lost and the necessity thereof, shall be sufficient *prima facie* evidence for the purpose of the preceding clause.

22. That in the event of any serious accident happening to any of the steamers employed under this contract, whereby she may be disabled from making her homeward voyage, the contractor will be at liberty to substitute another steamship to carry the mails for that trip only.

23. That the said contractor shall not be called upon to pay for Dominion lights, or other similar dues during this contract, to which the said contractor, as owner of the steamers to be employed on the said service, should be liable.

24. That in case the average length of the homeward voyages in any three months exceeds the contract time subject to the allowances already provided for, the contractor shall pay one hundred pounds currency for every twenty-four hours of such excess for the first one hundred and forty-four hours' excess upon the aggregate of the voyages of such three months, as compared with the contract time, and two hundred pounds currency for every twenty-four hours of excess beyond the first one hundred and forty-four hours of excess upon such three months' voyages.