

8. That a time bill shall be kept by the commander of every vessel employed for the time being in the performance of the said service, in such form as the said Governor and Council of Newfoundland shall at any time or from time to time direct: and that there shall be accurately noted by such commander on such bills, the time of every arrival and departure of the vessel, and the same shall be signed by the said commander, and one copy thereof shall be transmitted to the Secretary of the General Post Office, London, and another to the Colonial Secretary of the Government of Newfoundland, by the first post after each return of each of the said vessels to Portland, Boston, or New York, and Liverpool, during the continuance of this contract; the charge and custody of Her Majesty's mails shall be committed to the commander or commanders of all or any of the vessels to be employed in the performance of this contract, and such commander or commanders shall, without any additional charge, take due care thereof, and be responsible for the same, and shall make the usual declarations required, or which may hereafter from time to time, or at any time, be required by Her Majesty's Postmaster General in such or similar cases; and such commander or commanders having the charge of such mails shall, immediately on the arrival at any of the said ports and places, of any vessel so conveying the said mails, himself deliver, or cause to be delivered by an officer of the ship Her Majesty's mails into the hands of the Postmaster of the port or place where such mails are to be delivered, or into the hands of such other person as the said Postmaster General shall direct and authorise to receive the same; a receipt in such case being always, by such commander or commanders, given and taken for the said mails.

9. That if any vessel having Her Majesty's mails on board shall delay starting from Liverpool, Portland, Boston, or New York, or such port of call as may be determined on in Ireland or Nova Scotia respectively, or when put back into port after starting, shall not proceed on her voyage twelve hours after the proper and appointed time, weather permitting, then in each and every such case the contractors shall and will pay unto Her Majesty, her heirs and successors, the sum of twelve pounds; and also the further sum of twenty pounds for every successive period of twelve hours which shall elapse until such vessel shall proceed on her voyage in the performance of this contract, unless prevented by stress of weather: Provided always, that the amount of penalty under this clause shall not exceed the sum of fifty pounds on any one voyage.

10. That every vessel employed in the performance of this contract shall, as soon as the said mails are on board, proceed without delay to sea, weather permitting, and shall not touch at any intermediate port between Liverpool, Saint John's, and Portland, Boston, or New York, excepting one of the ports of Ireland, and Nova Scotia, as before mentioned, unless compelled to do so by stress of weather or other unavoidable circumstance, without the express authority, in writing, of the Governor of Newfoundland, or the authorised agent or officer of the Government; and that Her Majesty's mails shall be delivered on their arrival at the said respective ports without loss of time.

11. That the vessels hereinbefore-mentioned, and such others as may be employed by the contractors for the service hereby agreed by them to be performed, while so employed, and any other of their vessels touching at Saint John's on their voyage to any port in North America, shall be exempt from the operation of the Passenger Act, as fully, and to all intents and purposes, as any other mail contract steamers.

12. That all and every the sums of money hereby stipulated to be paid by the contractors unto Her Majesty, her heirs and successors, shall be considered as stipulated or ascertained damages; and should the same, or any of them, become payable and not be discharged forthwith, on the application of the said Governor and Council, or their agents, each and every of such sums of money may be deducted and retained by the said Governor out of the monies payable to the contractors, their executors or administrators, under this contract or any other contract, or the payment thereof enforced with full costs of suit, at the discretion of the said Governor and Council.

13. And the said Colonial Secretary in consideration of the premises and of the contractors, and their officers, servants, and agents, at all times during the continuance