

Agreement or of any covenant matter or thing herein contained on the part of the Contractor his officers agents or servants and whether there be or be not any penalty or sum of money payable by the Contractor for any breach it shall be lawful for the Postmaster General if he shall think fit (and notwithstanding there may or may not have been any former breach of this Contract) by writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office to determine this Agreement without any previous notice to the Contractor or his agents nor shall the Contractor be entitled to any compensation in respect of such determination and such determination shall not deprive the Postmaster General for the time being of any right or remedy to which he would otherwise be entitled by reason of such breach or any prior breach of such Contract.

36. If on the determination of this Agreement any vessel or vessels shall have started or shall start on any voyage or voyages with the mails in conformity with this Agreement such voyage or voyages shall be continued and performed and the mails be delivered and received during the same as if this Agreement had remained in force and with regard to any such vessels and services as last aforesaid this Agreement shall be considered as having terminated when such vessels shall have reached their port or place of destination and such services shall have been performed but the Contractor shall not be entitled to any remuneration in respect of such voyage or voyages.

Voyages to be completed after termination of Agreement

37. All notices or directions which the Postmaster General his officers agents or others are hereby authorized to give to the Contractor his officers servants or agents other than any notice of termination of this Contract may at the option of the Postmaster General his officers agents or others either be delivered to the master of any of the said vessels or other officer or agent of the Contractor in the charge or management of any vessel employed in the performance of this Agreement or left for the Contractor at his office or last known office in London and any notices or directions so given or left shall be binding on the Contractor Provided always that any notice of termination of this Contract shall be served on the Contractor his officers servants or agents at his office or last known office in London.

As to notices.

38. In pursuance of the provisions contained in the Act of Parliament passed in the twenty-second year of the reign of King George the Third intituled "An Act for restraining any Person concerned in any Contract Commission or Agreement made for the Public Service from being elected or sitting and voting as a Member of the House of Commons" no Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

No Member of Parliament to have interest in Contract.

39. This Agreement shall not be binding until it has lain upon the table of the House of Commons for one month without disapproval unless it be previously approved by a resolution of the said House of Commons.

Contract to be laid on table of House of Commons.

40. And lastly for the due and faithful performance of all and singular the covenants conditions provisoes clauses articles and agreements hereinbefore contained which on the part and behalf of the Contractor are or ought to be observed performed fulfilled or kept the said William Cunard Henry Boggs and John Bromley Foord do hereby bind themselves their heirs executors and administrators and each of them doth hereby bind himself his heirs executors and administrators unto our Sovereign Lady the Queen in the sum of 3,000*l.* of lawful British money to be paid to our said Lady the Queen Her heirs and successors by way of stipulated or ascertained damages agreed upon between the said Postmaster General and the said William Cunard Henry Boggs and John Bromley Foord over and above any other sum or sums if any which may be payable in case of the failure of the said Contractor in the due execution of this Agreement or any part thereof.

Bond clause.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.