

HALIFAX, BERMUDA, AND ST. THOMAS
PACKET SERVICE CONTRACT.

COPIES of a CONTRACT, dated 2 December 1867, entered into between the Postmaster General and *William Cunard, Esq.*, for a PACKET SERVICE once every Four Weeks between *Halifax, Bermuda, and St. Thomas*; and, of CORRESPONDENCE between the Treasury, the Admiralty, and the Post Office, relative to a Continuance of a PACKET SERVICE between *Halifax, Bermuda, and St. Thomas* at the expiration of the present Contract.

(*Mr. Hunt.*)

Ordered, by The House of Commons, to be Printed,
2 December 1867.

HALIFAX, BERMUDA, AND ST. THOMAS PACKET SERVICE
CONTRACT.

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RETURN to an Order of the Honourable The House of Commons,
dated 2 December 1867;—for,

“COPIES of a CONTRACT dated the 2nd day of December 1867, entered into between the Postmaster General and *William Cunard*, Esquire, for a PACKET SERVICE once every Four Weeks between *Halifax*, *Bermuda*, and *St. Thomas* :”

“And, of CORRESPONDENCE between the Treasury, the Admiralty, and the Post Office, relative to the continuance of a PACKET SERVICE between *Halifax*, *Bermuda*, and *St. Thomas* at the expiration of the present Contract.”

Treasury Chambers, }
2 December 1867. }

GEORGE WARD HUNT.

— I. —

COPY of a CONTRACT dated the 2nd day of December 1867, entered into between the Postmaster General and *William Cunard*, Esquire, for a Packet Service every Four Weeks between *Halifax*, *Bermuda*, and *St. Thomas*.

— No. 1. —

HALIFAX BERMUDA AND ST. THOMAS MAILS.

ARTICLES OF AGREEMENT made this second day of December in the year 1867 between the Most Noble James Duke of Montrose Her Majesty's Postmaster General of the first part *William Cunard* of 52 Old Broad-street in the City of London Esquire (hereinafter called the Contractor) of the second part and *Henry Boggs* of 8 Crosby-square in the City of London Esquire and *John Bromley Foord* of 52 Old Broad-street aforesaid merchant of the third part witnesseth that the Contractor for himself his heirs executors and administrators doth hereby covenant with Her Majesty's Postmaster General his executors administrators successors and assigns Her Majesty's Postmasters General for the time being in manner following (that is to say) :

1. THE Contractor will at all times during the continuance of this Agreement or so long as the whole or any part of the service hereby agreed to be performed or ought to be performed in pursuance thereof provide keep seaworthy and in complete repair and readiness for the purpose of conveying as hereinafter provided all Her Majesty's mails (in which term “ Mails ” all boxes bags or packets of letters newspapers books or printed papers and every other article transmissible by the post to whatever country or place they may be addressed or in whatever country or place they may have originated and all empty bags empty boxes and other stores and articles used or to be used in carrying on the Post Office Service which shall be sent by or to or from the Post Office are agreed to be comprehended) which shall at any time and from time to time by the Postmaster General or any of his officers or agents be required to be conveyed as hereinafter provided in both directions between *Halifax* in *Nova Scotia* and the *Island of St. Thomas* or such substituted port as hereinafter mentioned in the *West Indies* a sufficient number of good substantial and efficient steam vessels of adequate power and speed and supplied with first-rate appropriate steam engines and in all respects suited to the performance of the services herein agreed to be performed within the respective times herein stipulated.

Contractor to provide vessels.

2. One of such vessels shall once in every four weeks on such day and at such hour as the Postmaster General shall from time to time appoint by writing under

Times of starting from Halifax.

under his hand or under the hand of the Secretary or one of the Assistant Secretaries for the time being of the Post Office and immediately after Her Majesty's mails are embarked put to sea from Halifax aforesaid and shall proceed without loss of time to the Island of St. Thomas aforesaid or such substituted port as hereinafter mentioned and such vessel shall call on the voyage and deliver and receive mails at St. George's in the Island of Bermuda.

Times of starting from St. Thomas.

3. The same vessel shall after a stay the duration of which shall be fixed by the Postmaster General but which shall not exceed three days and immediately after Her Majesty's mails are embarked put to sea from St. Thomas aforesaid or such substituted port as hereinafter mentioned and proceed without loss of time to Halifax aforesaid and shall call on the voyage and deliver and receive mails at St. George's aforesaid.

Period of stay at port of call.

4. On every such voyage as aforesaid the vessel performing the same shall stop at St. George's in Bermuda aforesaid for such time not exceeding 12 hours of daylight as the Postmaster General shall in manner aforesaid appoint.

Duration of voyage.

5. The duration of each such voyage as aforesaid in either direction between St. Thomas and Halifax aforesaid shall not exceed 200 hours exclusive of the time of stoppage at St. George's aforesaid.

Postmaster General may alter times of departure.

6. If at any time or times the Postmaster General shall desire to alter the particular days times or hours of departure from or arrival at any of the ports or places to or from which Her Majesty's mails are to be conveyed under this Agreement he shall be at liberty so to do on giving three calendar months' previous notice in writing of such his desire to the Contractor provided such alterations do not necessitate an increase of speed. And further if at any time during the continuance of this Contract the Postmaster General shall desire to substitute for the port of St. Thomas any other port in the West Indies as the place to and from which Her Majesty's mails are to be conveyed under this Contract he shall be at liberty to do so on giving 12 calendar months' previous notice in writing to the Contractor of such his intention and of the port to be substituted the Postmaster General allowing to the Contractor such further time if any and paying to the Contractor for such change in the service out of such monies as may be from time to time appropriated by Parliament for the purpose such further sum if any as may be mutually agreed upon between the Postmaster General and the Contractor or failing such mutual agreement the same to be settled by arbitration in the manner hereinafter provided.

Postmaster General may defer departure of vessels for 24 hours.

7. Should it be deemed by the Postmaster General his officers or agents requisite for the public service that any vessel to be employed under this Agreement should at any time or times delay her departure from any port from which the mails are to be conveyed under this Agreement beyond the period appointed for her departure therefrom the Postmaster General his officers or agents shall have power to order such delay (not however exceeding 24 hours) by letter addressed by him or them to the master of any such vessel or person acting as such and which shall be deemed a sufficient authority for such detention.

In case vessels disabled others to be provided.

8. In the event of any such vessel as aforesaid being lost or destroyed by fire tempest or any other casualty or requiring repair during the continuance of this Contract the Contractor shall provide without unnecessary delay and within such reasonable time as may be required by the Naval Commander in Chief or senior naval officer on the North American and West Indian station another vessel of similar power and description and shall convey the mails in the meantime in good and sufficient sailing vessels to be provided by him to be approved of by the Naval Commander in Chief or senior naval officer on the North American and West Indian station.

Vessels unfit to be withdrawn from service.

9. If any vessel employed by the Contractor in the performance of any service hereby agreed to be performed by him shall appear by experience to be unfit for the performance of such service it shall be lawful for the Postmaster General by notice in writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries for the time being of the Post Office to require such vessel to be withdrawn from such services and from and after the service of such notice such vessel shall not be again employed in the performance of any such service without the consent in writing of the Postmaster General.

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.

of any such default respectively the Contractor shall be liable to be proceeded against for breach of this Agreement.

Nor dangerous substances.

17. The Contractor shall not convey in any of the said vessels any nitro-glycerine or other article which shall have been legally declared specially dangerous.

Contractor to convey Government passengers.

18. The Contractor shall and will when and as often as in writing he or the masters of the said respective vessels shall be required so to do by the Lords Commissioners of the Admiralty or by any naval or other officers or agents acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommodation to be provided for him or them) receive provide for victual and convey to and from and between any of the places to which any of the said vessels are to proceed in the performance of this Contract on board each and every or any of the vessels to be employed in the performance of this Contract any number of naval military and civil officers in the service of Her Majesty not exceeding four in any one ship with or without their wives and children as chief cabin or first-class passengers and any number of non-commissioned and warrant officers not exceeding four in any one ship with or without their wives and children as fore-cabin or second-class passengers together with servants of both chief and fore-cabin passengers and any number of seamen marines soldiers or artificers in Her Majesty's service not exceeding eight in any one ship with or without their wives and children as deck or third-class passengers and such third-class passengers shall be always provided with effectual protection from rain sun and bad weather and not exposed on deck without such competent shelter and shall have hammocks or bunks (subject to the approval of the naval authorities) placed between decks due notice being given if practicable to the Contractor or his agent at the port of embarkation.

Their accommodation.

19. All passengers who shall be conveyed in pursuance of the last preceding clause (who are hereinafter designated Government passengers) with their families shall be treated in no respect whether as regards food cabin or other accommodation or aught else in a way inferior to that of ordinary passengers of the same class or to that required by the regulations of Her Majesty's transport service and the messing of the first and second-class Government passengers shall include each day a reputed pint of good sound bottled or draught ale or beer and that of the first-class in addition a reputed pint of good foreign wine either port or white and the several classes of passengers shall mess in separate places and shall be supplied with medicine and medical comforts mess utensils and fittings cooking utensils articles for table use and mess places cabins and berths fuel lights requisite articles of bedding and all other necessaries.

Their passage money.

20. The passage money for Government passengers shall from time to time be the same as that charged by the Contractor for ordinary passengers of a similar kind and whenever any alteration shall be made in the rates of passage money payable by ordinary passengers notice of such alteration shall forthwith be given by the Contractor to the Postmaster General and to the Lords Commissioners of the Admiralty and such passage money shall include all the particulars specified in the last preceding clause of these presents.

Their baggage.

21. The Contractor shall convey for each Government passenger such a quantity of baggage as is specified in the schedule hereunto annexed and the freight payable for any extra baggage of a Government passenger shall be at the same rate as the freight payable for extra baggage of an ordinary passenger of the same class.

Returns of Government passengers.

22. Returns of the embarkation and disembarkation of all Government passengers shall be furnished by the Contractor to the Director of Transport Services immediately after the departure and arrival of each vessel.

Payment of passage money how made.

23. Payments of passage money of Government passengers shall be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services and shall be made upon the production to such Director of the orders for the passages together with a certificate under the hand of the commanding officer specifying the number of the third-class passengers (men
women

women and children) conveyed with the ages and sexes of the latter and stating the periods during which they have respectively been regularly supplied while on board with provisions and also of a certificate under the hand of each first and second-class passenger of his or her having been landed at the place of destination and of having been properly accommodated and messed during the voyage and specifying the dates from and to which they were so messed computed from the first to the last dinner meal.

24. The passage money for the wives and families of commissioned and civil officers when not ordered to be conveyed at the public expense shall be paid to the Contractor by the officers themselves at the ordinary rates for private passengers.

Passages of officers' families not ordered at public expense.

25. In all cases where an officer in the civil naval or military service of Her Majesty who may not be entitled to a passage at the public expense shall require a passage on board any of the vessels employed in the performance of this Contract the Contractor shall be bound to provide such passage and shall charge no higher rate for such passage than is chargeable for an ordinary passenger.

Contractor to be bound to convey officers in Her Majesty's service when required, and at ordinary rates.

26. The Contractor shall receive on board each of the vessels employed in the performance of this Contract and shall convey on behalf of the Lords Commissioners of the Admiralty without charge any small packages which may be ordered for conveyance and also (on receiving from the Postmaster General or his officers or agents or from the British naval officer in command of the station two days' previous notice) shall receive on board any naval or other stores not exceeding five tons' weight or seven tons and a half measurement of 40 cubic feet to each ton at any one time in any one vessel and shall convey and deliver such stores at the lowest rate of freight charged by the Contractor for private goods and shall give immediate notice to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight and the Contractor shall be in all cases responsible for the custody and safe and speedy delivery of such packages and stores.

Packages and stores to be conveyed for Admiralty.

27. And in consideration of the due and faithful performance by the Contractor of all the services hereby agreed to be by him performed the Postmaster General doth hereby covenant that there shall be paid to the Contractor (out of such aids or supplies as may be from time to time provided and appropriated by Parliament for that purpose) so long as he performs the whole of the said services in the manner and with such vessels as herein respectively provided a subsidy or sum after the rate of 19,500 *l.* per annum in equal quarterly payments on the 1st day of April the 1st day of July the 1st day of October and the 1st day of January and with a proportionate part thereof should this Agreement be determined on any other day than one of those hereinbefore mentioned which said subsidy shall be received by the Contractor for all costs and expenses which he may incur or be put unto by reason of all and singular the services hereby contracted to be performed subject however to the abatement of any sums of money in respect of forfeitures which the Contractor may have incurred as herein provided and which payments shall be made on the production by the Contractor from time to time to the Receiver and Accountant General for the time being of the General Post Office of certificates from the proper officers of the Postmaster General that the terms and conditions of this Agreement have been punctually performed or so soon thereafter as the accounts sent in for the then last quarter can be checked and examined Provided always that save as in this Contract is otherwise expressly stipulated none of the services or duties to be performed by the Contractor shall entitle him to any remuneration beyond or other than the subsidy hereinbefore agreed to be paid to him by the Postmaster General And it is hereby further agreed and declared between and by the said parties to these presents as follows that is to say:—

Subsidy.

28. If at any time during the continuance of this Agreement or after the determination thereof any dispute shall arise between the parties hereto or their executors administrators or successors respectively concerning any breach or alleged breach by or on the part of the Contractor of this Agreement or the sufficiency of any such breach to justify the Postmaster General in putting an end to the same or concerning the amount of consideration to be paid to or

Disputes to be referred to arbitration.

allowed by the Contractor as the case may be or concerning any of the covenants matters or things herein contained or in anywise relating thereto and notwithstanding the power herein contained to determine this Agreement and any execution or attempted execution of such power such dispute shall be referred to two arbitrators one to be chosen from time to time by the Postmaster General and the other by the Contractor and if such arbitrators should at any time or times not agree in the matter or question referred to them then such question in difference shall be referred by them to an umpire to be chosen by such arbitrators before they proceed with the reference to them and the joint and concurrent award of the said arbitrators or the separate award of the said umpire when the said arbitrators cannot agree shall be binding and conclusive upon both parties.

Submission thereto may be made a rule of Court.

29. Any submission to arbitration in pursuance of this Agreement may be made a rule of in any of Her Majesty's Courts of Record pursuant to the statutes in that case made and provided on the application of either party.

All postage to belong to Her Majesty.

30. The whole passage of all mails conveyed in the vessels employed under this Agreement shall belong to Her Majesty and shall be at the disposal of the Postmaster General.

Postmaster General may delegate his powers.

31. It shall be lawful for the Postmaster General at any time and from time to time to delegate any of the powers vested in him by virtue of these presents to such person or persons as he shall think fit.

Quarantine.

32. The Contractor shall undertake for himself all arrangements relative to quarantine as connected with the due and regular performance of the conditions of this Contract.

Commencement and determination of Agreement.

33. This Agreement shall commence on the 1st day of January 1868 and shall continue in force for 10 years and then determine if the Postmaster General shall by writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office for the time being have given to the Contractor or if the Contractor shall have given to the Postmaster General 12 calendar months' previous notice in writing that this Agreement shall so determine but if neither the Postmaster General nor the Contractor shall have given any such notice this Agreement shall continue in force even after the said term of 10 years until the expiration of a 12 calendar months' notice in writing as aforesaid given at any time after the expiration of the first nine years from the 31st day of December 1867 by either of the parties hereto to the other of them Provided always that the Postmaster General shall have power absolutely to determine this Contract at the end of five years from the commencement thereof upon giving to the Contractor 12 calendar months' notice in writing of his intention so to do and in that case he shall out of monies to be appropriated by Parliament for that purpose as aforesaid pay to the said Contractors the sum of 5,000 *l.* being at the rate of 1,000 *l.* per annum over and above the sum stipulated to be paid to the Contractor in clause 27 of this Contract.

Penalties to be considered ascertained damages.

34. All and every the sums of money hereby stipulated to be paid by the Contractor unto Her Majesty Her heirs and successors shall be considered as stipulated or ascertained damages whether any damage or loss has or has not been sustained and shall and may be retained by the Postmaster General out of any monies payable or which may thereafter become payable to the Contractor or the payment may be enforced as a debt due to Her Majesty with full costs of suit at the discretion of the Postmaster General provided however that the payment by the Contractor of any sums of money (by way of penalties) shall not in any manner prejudice the right of the Postmaster General to treat the failure (if any) on the part of the Contractor to provide a proper vessel or to perform a voyage at or within the times hereinbefore in that behalf mentioned as a breach of this Agreement.

Contract not to be assigned, &c.

35. The Contractor shall not assign underlet or dispose of this Agreement or any part thereof without the consent of the Postmaster General signified in writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office and in case of the same being assigned underlet or otherwise disposed of or of any great or habitual breach of this Agreement

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.

THE SCHEDULE of Free Baggage above referred to.

SCALE of BAGGAGE to be embarked with Naval Officers, Military Officers, or Troops, and to be conveyed free of Charge (applicable to all Stations, and to Coastwise as well as Sea-going Services).

WEIGHTS AND ADMEASUREMENTS OF BAGGAGE.

NAVAL OFFICERS.

RANK OR APPOINTMENT.	Limit of Weight Allowed.	To be Packed so as not to exceed in Admeasurement.
	<i>Cwt.</i>	<i>Cubic feet.</i>
Commander in Chief - - - - -	40	200
Admiral - - - - -	36	180
Vice-Admiral - - - - -		
Rear-Admiral - - - - -		
Captain of the Fleet - - - - -		
Commodore - - - - -	30	150
Inspector General of Hospitals and Fleets - - - - -	26	130
Captain - - - - -		
Chaplain - - - - -		
Deputy Inspector General of Hospitals and Fleets - - - - -		
Inspector of Machinery Afloat - - - - -	18	90
Staff Captain - - - - -		
Secretary to Commander in Chief or Flag Officer - - - - -		
Commander - - - - -		
Staff Commander - - - - -		
Staff Surgeon - - - - -		
Lieutenant - - - - -		
Master - - - - -		
Surgeon - - - - -		
Paymaster - - - - -		
Chief Engineer - - - - -		
Secretary to Commodore - - - - -		
Naval Instructor - - - - -	12	60
Assistant Surgeon - - - - -	6	30
Sub-Lieutenant - - - - -		
Chief Warrant Officer - - - - -		
Second Master - - - - -		
Assistant Paymaster - - - - -		
Engineer - - - - -		
Assistant Engineer - - - - -		
Warrant Officer, and all Subordinate Officers - - - - -		

MILITARY OFFICERS, &c.

STAFF.

RANK OR APPOINTMENT.		Limit of Weight Allowed.	To be Packed so as not to exceed in Admeasurement.
		Cwt.	Cubic feet.
General Officer in Chief Command - - - - -		40	200
General Officer - - - - -		36	180
Brigadier General - - - - -		30	150
Colonel on the Staff - - - - -		26	130
Adjutant or Quartermaster General in India - - - - -		36	180
Deputy Adjutant or Deputy Quartermaster General - - - - -		30	150
Assistant Adjutant or Assistant Quartermaster General - - - - -		26	130
Deputy Assistant Adjutant or Deputy Assistant Quartermaster General - - - - -		20	100
Military Secretary, when a Field Officer or at the head of his Department - - - - -		20	100
Military Secretary (not being a Field Officer) or Assistant Military Secretary - - - - -		14	70
Aide-de-Camp - - - - -		14	70
Brigade Major - - - - -		14	70
Relative Rank.	DEPARTMENTAL.		
Major General	Commissary General, Chaplain General to the Forces - - - - -	36	180
	Inspector General of Hospitals with three years' service in that rank - - - - -		
Brigadier General - - - - -	Inspector General of Hospitals with less than three years' service in that rank - - - - -	30	150
Colonel - - - - -	Deputy Commissary General with five years' service in that rank - - - - -	26	130
	Deputy Inspector General of Hospitals with five years' service in that rank - - - - -		
	Purveyor in Chief with five years' service in that rank - - - - -		
	Principal Superintendent of Stores, and Superintendent of Stores with five years' service in that rank - - - - -		
Lieutenant Colonel - - - - -	First-class Chaplains - - - - -	20	100
	Deputy Commissary General with less than five years' service in that rank - - - - -		
	Deputy Inspector General of Hospitals with less than five years' service in that rank - - - - -		
	Superintendent of Stores with less than five years' service in that rank - - - - -		
	Purveyor in Chief with less than five years' service in that rank - - - - -		
Major - - - - -	Surgeon Major - - - - -	20	100
	Second-class Chaplains - - - - -		
	Assistant Commissary General, first and second class Barrackmasters, Staff or Regimental Surgeon, Principal Purveyor, third class Chaplains, Staff Veterinary Surgeon - - - - -		

DEPARTMENTAL—continued.

Relative Rank.	RANK OR APPOINTMENT.	Limit of Weight Allowed.	To be Packed so as not to exceed in Admeasurement.
Captain	Deputy Assistant Commissary General, 3rd and 4th class Barrack-masters, Assistant Superintendent of Stores, Staff or Regimental Assistant Surgeon with six years' service in that rank, Purveyor, 4th class Chaplains, 1st class Clerk of Works, 1st class Veterinary Surgeon, Apothecary to the Forces - - - - -	Cwt. 14	Cubic feet. 70
Lieutenant or Ensign	Acting Deputy Assistant Commissary General, Deputy Assistant Superintendent of Stores, Staff or Regimental Assistant Surgeon with less than six years' service, Deputy Purveyor, 2nd and 3rd class Clerks of Works, 1st, 2nd, and 3rd class Clerks, Royal Engineer Department, Veterinary Surgeon on appointment, Superintending Schoolmaster - - - - -	8	40

N.B.—Superintending Schoolmasters, if married, are allowed 2 cwt. (or 10 cubic feet) in addition to the quantity for an Ensign on the Staff.

	RANK OR APPOINTMENT.	Limit of Weight Allowed.	To be Packed so as not to exceed in Admeasurement.
	REGIMENTAL.	Cwt.	Cubic feet.
Cavalry † and Infantry	Field Officer - - - - -	18	90
	Captain - - - - -	12	60
	Subaltern - - - - -	6	30
	Paymaster ‡ - - - - -	*	*
	Adjutant ‡ - - - - -	6	30
	Riding Master - - - - -	6	30
	Quartermaster ‡ - - - - -	8	40
	Surgeon Major or Surgeon - - - - - Assistant Surgeon - - - - - Veterinary Surgeon - - - - -	* * *	* * *
Artillery or Engineers	Field Officer - - - - -	27	135
	Captain - - - - -	18	90
	Subaltern - - - - -	12	60
	Paymaster ‡ - - - - -	*	*
	Adjutant ‡ { if a Captain if a Subaltern - - - - -	18 12	90 60
	Riding Master - - - - -	12	60
	Quartermaster ‡ - - - - -	12	60
	Surgeon Major or Surgeon - - - - - Assistant Surgeon - - - - - Veterinary Surgeon - - - - -	* * *	* * *
Cavalry or Infantry.	Hospital Stores - - - - -	18	90
	Armourers' Stores - - - - -	6	30
	Regimental Mess - - - - -	50	250
Head Quarters of a Depôt Battalion.	Hospital Stores - - - - -	18	90
	Armourers' Stores - - - - -	6	30
	Shoemakers' Stores - - - - -	5	25
	Battalion Library - - - - -	5	25
	Officers' Mess - - - - -	20	100
	Serjeants' Mess - - - - -	4	20

* According to relative rank, with an addition for Medical Officers of 1 cwt. (or 5 cubic feet) for professional books, &c.
 † Combatant Officers of Cavalry are allowed 2 cwt. (or 10 cubic feet) in addition to the above quantities for spare saddlery,
 ‡ The quantities for Paymasters, Adjutants, and Quartermasters, as above, are exclusive of 6 cwt. (or 30 cubic feet) for the two former, and 10 cwt. (or 50 cubic feet) for the latter, if belonging to Cavalry or Infantry, and 6 cwt. (or 30 cubic feet) if belonging to the Royal Artillery or Royal Engineers, allowed for books and stores in their immediate charge, when such books and stores actually accompany them.

RANK OR APPOINTMENT.		Limit of Weight Allowed.	To be Packed so as not to exceed in Admeasurement.
		<i>Cwt.</i>	<i>Cubic feet.</i>
Cavalry -	Troops, each, if above 50 Rank and File - - -	12	60
	Ditto, if 50 Rank and File and under - - -	6	30
	Saddlers' Apparatus - - - - -	6	30
	Articles of Sword or Lance Exercise - - -	7	35
Infantry -	Companies, each, if above 50 Rank and File - -	18	90
	Ditto, if 50 and under - - - - -	12	60
School - - - - -	- - - - -	3	15
Band - - - - -	- - - - -	12	60
Each Soldier's Wife including Children - - -	- - - - -	1	5

General and other Staff Officers, Cavalry Officers, and Mounted Officers of Infantry, when proceeding by water, are to be allowed specially to embark, besides the weight of baggage accorded to their respective ranks, the equipment for each horse required to be kept by them in the execution of their public duties, and foraged at the public expense, in the following proportions, viz:—

For one horse - - - - - 10 cubic feet admeasurement.
 For the second and every other horse, in addition - 5 " "

MISCELLANEOUS.

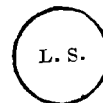
RANK OR APPOINTMENT.	Limit of Weight Allowed.	To be Packed so as not to exceed in Admeasurement.
	<i>Cwt.</i>	<i>Cubic feet.</i>
Persons employed in a civil capacity not ranking with or holding appointments equivalent to that of a Commissioned Officer - - -	3	15
Married Schoolmaster when travelling without troops, if accompanied by his wife - - - - -	10	50
Ditto, if not so accompanied - - - - -	6	30
Unmarried Schoolmaster when travelling without troops - - -	4	20
Unmarried Schoolmistress - - - - -	4	20
Married Schoolmistress, whose husband is not a trained Schoolmaster -	6	30
Schoolmistress, the wife of a trained Schoolmaster, but not travelling with him, or whose allowance is not included in that of her husband -	6	30
Officers' wives, together with their children under 14 years of age, for inland carriage when the journey shall be continuous with a sea voyage abroad - - - - -	6	30
Officers' children, above 14 years of age, ditto ditto - - - - -	$\frac{1}{2}$	$2\frac{1}{2}$

The quantities for Schoolmasters and Schoolmistresses as above to include professional books.

Signed, sealed, and delivered by the within-named James Duke of Montrose, Her Majesty's Postmaster-General, in the presence of

W. H. Ashurst,
 Solicitor, General Post Office.

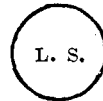
MONTROSE.



Signed, sealed, and delivered by the within-named William Cunard, in the presence of

W. H. Ashurst.

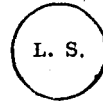
W. CUNARD.



Signed, sealed, and delivered by the within-named Henry Boggs, in the presence of

W. H. Ashurst.

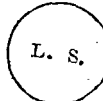
HENRY BOGGS.



Signed, sealed, and delivered by the within-named John Bromley Foord, in the presence of

W. H. Ashurst.

J. B. FOORD.



— No. 2. —

COPY of a TREASURY MINUTE, dated 2nd December 1867.

LET a copy of the above Contract, and of the correspondence relating to the continuance of a packet service between Halifax, Bermuda, and St. Thomas, which sufficiently sets forth the grounds upon which their Lordships have authorised the Contract, be laid upon the Table of the House of Commons.

— II. —

CORRESPONDENCE between the Treasury, the Admiralty, and the Post Office, relative to the continuance of a PACKET SERVICE between *Halifax*, *Bermuda*, and *St. Thomas*, at the expiration of the present Contract.

— No. 1. —

Mr. *W. G. Romaine* to the Secretary to the Treasury.

Sir,

Admiralty, 26 April 1867.

WITH reference to my letter of the 31st July 1866, respecting the discontinuance of the contract with Messrs. Cunard for conveying the North American mails, I am commanded by my Lords Commissioners of the Admiralty to acquaint you that they have received an inquiry from the Postmaster General as to the necessity of continuing the mail service between Halifax and St. Thomas, *via* Bermuda, which, under existing arrangements with Messrs. Cunard, will terminate on the 2nd of January next. I am commanded by their Lordships to request you will state to the Lords Commissioners of Her Majesty's Treasury, that their Lordships have informed the Postmaster General that the withdrawal of this mail packet would be attended with the greatest inconvenience to the public service. It is by this route the Naval Commander in Chief on the North American station keeps up his communications with Jamaica, Barbadoes, and all the various Islands and Colonies in the West Indies and Gulf of Mexico; and to cut off this means of communication appears to their Lordships to be most inadvisable.

The Secretary,
Her Majesty's Treasury.

I am, &c.
(signed) *W. G. Romaine*.

— No. 2. —

The Postmaster General to the Lords Commissioners of the Treasury.

My Lords,

General Post Office, 14 May 1867.

In the latter part of the letter of my predecessor to the Treasury, dated 26th April 1866, the service between Halifax, Bermuda, and St. Thomas is spoken of, and an opinion is expressed by Lord Stanley of Alderley (in which I concur) that the object of this service being naval and not postal, this department should be relieved of it, and the service should be transferred to the Admiralty; the Post Office paying to that department the sea postage of any correspondence which it might forward by the Admiralty packets.

No communication having been received from your Lordships on this point, and nothing having been heard from the Admiralty, I thought it well, as the time is drawing nigh when, if the service is to be continued, arrangements to that effect must be concluded, to write to the Lords of the Admiralty to inquire what

what decision they had arrived at in the matter; and enclosed is a copy of the reply.

Your Lordships will see that the Admiralty attaches great importance to the continuance of the service in question, and I must now request that you will decide what shall be done, and, if you desire that the service shall be continued, that you will inform me whether the necessary measures will be taken by the Admiralty, or whether it is your wish that the business should be conducted by the Post Office, and that I should advertise for tenders; and in the latter case I request that you will inform me in what way you may determine that the expense shall be provided for.

What is the present cost of the service in question it is not possible to say, because this service is combined with another, namely, that between Halifax and Newfoundland; but as the two services together cost 14,700 *l.* per annum, the expense of the Halifax, Bermuda, and St. Thomas service may be roughly estimated at about 10,000 *l.*

If, for naval purposes, it were not necessary to have the service in question, the readiest and cheapest way of communicating with Bermuda would be by way of New York, and even at present many letters are so conveyed; but by retaining the present route my department would be able to place nearly 4,000 *l.* a year in the form of sea postage as a set-off to the cost.

The Lords Commissioners of the Treasury,
&c. &c. &c.

I have, &c.
(signed) *Montrose.*

Enclosure in No 2.

Sir,

Admiralty, 26 April 1867.

IN reply to your letter of the 18th instant, requesting to be informed of the views of my Lords Commissioners of the Admiralty as to the necessity of continuing the mail service between Halifax and St. Thomas, *viâ* Bermuda, which, under existing arrangements with Messrs. Cunard, will terminate on the 2nd January next, I am commanded by their Lordships to request you will state to the Postmaster General, that the withdrawal of this mail packet will be attended with the greatest inconvenience to the public service. It is by this route the naval Commander in Chief on the North America and West India station keeps up his communications between Halifax, Jamaica, Barbadoes, and all the various Islands and Colonies in the West Indies and Gulf of Mexico, and to cut off this means of communication with Bermuda and between the northern and southern divisions of the station appears to my Lords to be most unadvisable.

Sir Alexander Milne, when Commander in Chief on this station, suggested the expediency of making arrangements for the packet which runs between New York and the Bahamas to call at Bermuda on her voyage from New York, and so to afford a fortnightly communication with England, instead of a monthly communication, as at present, *viâ* Halifax. If this proposition were adopted, it would not by itself be sufficient to meet the exigencies of the service, as the Commander in Chief at Halifax would have no means of direct communication with so important a military station as Bermuda, on the cessation of the existing contract packet, nor be able to communicate with St. Thomas and other places in the West Indies, it being impossible that such service could be carried out regularly by ships of war.

The Secretary to the Post Office.

I am, &c.
(signed) *W. G. Romaine.*

— No. 3. —

Mr. *G. A. Hamilton* to the Postmaster General.

My Lord Duke,

Treasury Chambers, 15 June 1867.

WITH reference to your Grace's letter of the 14th ultimo, I am commanded by the Lords Commissioners of Her Majesty's Treasury to inform you that my Lords having given the whole matter connected with the continuance of the packet service between Halifax, Bermuda, and St. Thomas, their attentive consideration, have come to the conclusion that, for the reasons given by the Lords of the Admiralty both to your Grace and to this Board, it will not be advisable to discontinue the service in question at the termination of the present contract, and they are likewise of opinion that the service, being a postal service, should continue under your Grace's control, and form a charge in the packet Estimates.

My Lords therefore request that your Grace will cause forms of tender for a packet service, once a month, between Halifax, Bermuda, and St. Thomas, to be prepared and forwarded for their consideration.

The Duke of Montrose,
&c. &c. &c.

I am, &c.
(signed) *Geo. A. Hamilton.*

— No. 4. —

The Postmaster General to the Lords Commissioners of the Treasury.

My Lords,

General Post Office, 13 July 1867.

IN accordance with the directions conveyed to me in your Lordships' letter of the 15th ultimo, I have caused to be prepared a form of tender and conditions of Contract for a monthly Mail Packet Service between Halifax, Bermuda, and St. Thomas, to come into operation after the termination of the existing contract.

I submit this form for your Lordships' consideration and approval.

I have, &c.
(signed) *Montrose.*

The Lords Commissioners of the Treasury.

— No 5. —

Mr. *G. A. Hamilton* to the Secretary to the Admiralty.

Sir,

Treasury Chambers, 19 July 1867.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to transmit to you the enclosed* copy of a letter from the Postmaster General, with a form of tender for the Bermuda Packet Service, and to request that in laying the same before the Lords Commissioners of the Admiralty you will move their Lordships to favour my Lords at their earliest convenience with any observations which may occur to them on the form of tender in question.

I am, &c.
(signed) *George A. Hamilton.*

The Secretary to the Admiralty.

— No. 6. —

The Secretary to the Admiralty to the Secretary to the Treasury.

Sir,

Admiralty, 5 August 1867.

WITH reference to your letter of the 19th ultimo, transmitting a form of tender for the Bermuda Mail Packet Service for the consideration of my Lords Commissioners of the Admiralty, I am commanded by their Lordships to request you will state to the Lords Commissioners of Her Majesty's Treasury that the accompanying form, as amended in red ink, comprises all the suggestions they have to offer, which relate to the conveyance of passengers or stores; observing that the numbers of 1st and 2nd class Government passengers have been increased, as the route in question is the principal one by which such passengers are conveyed to Bermuda from this country.

I am, &c.
(signed) *Henry G. Lennox.*

The Secretary of the Treasury,
&c. &c. &c.

* Letter of Postmaster General, dated 13th July 1867. The form of tender will be found enclosed in the Postmaster General's letter of 5th November 1867.

— No. 7. —

Mr. G. A. Hamilton to the Postmaster General.

My Lord Duke,

Treasury Chambers, 16 August 1867.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to transmit to you the enclosed copy of a letter from the Secretary to the Admiralty, together with the form of tender for the Bermuda Mail Packet Service altered in red ink by that Board for your Grace's information, and I am to state that my Lords are pleased to authorise you to take the necessary steps for calling for tenders for this service according to the form in question, provided you see no objection to the alterations made therein by the Admiralty.

Admiralty 5-8-67.

I am, &c.

(signed) George A. Hamilton.

His Grace the Postmaster General,
&c. &c. &c.

— No. 8. —

The Postmaster General to the Lords Commissioners of the Treasury.

My Lords,

General Post Office, 5 November 1867.

YOUR Lordships having decided, by your letter of the 15th June last, that the Mail Packet Service between Halifax, Bermuda, and St. Thomas, must, for the reasons given by the Lords Commissioners of the Admiralty, be continued, under the control of this department, and form a charge in the Packet Estimates, and having approved of the form and condition of Tender drawn up, I caused advertisements to be issued both in this country and in Nova Scotia, calling for Tenders.

I now transmit the only Tender which has been received for this service, viz., from Mr. W. Cunard, one of the present contractors.

The sum hitherto paid for this service, including a service between Halifax and Newfoundland, twice a month in summer, and once a month in winter, is 14,700 *l.* a year, but Mr. Cunard now asks 30,000 *l.* for the Halifax and St. Thomas service alone. He agrees, however, to an abatement of 2,000 *l.* in the amount of the subsidy if the penalties for delay on the voyage, instead of being absolute, are conditional, and to an abatement of 4,000 *l.* if the vessels to be used are not required to be built on plans previously approved by the Admiralty, and are not to be subject to survey by officers of the Admiralty or Post Office.

Mr. Cunard further agrees, if the Contract be made for three years certain, to an abatement of 2,500 *l.* from the subsidy; if it be made for five years, to an abatement of 3,500 *l.*; and if for 10 years, to an abatement of 4,500 *l.*

Supposing the combined abatements to be made at the highest of all these amounts, the cost of the service would be at the rate of 19,500 *l.* a year.

As this service is required almost exclusively for naval purposes, the matter is one for your Lordships to deal with, after conferring with the Lords of the Admiralty, rather than for the Post Office, but I cannot doubt that you will authorise me to accept the Tender, and to prepare a draft Contract in which the vessels to be employed would be exempt from Admiralty survey, and the penalties for delay would not be levied when the delay arose from circumstances beyond control.

Further, I recommend that the contract should be made for five, if not for ten years.

I have, &c.

(signed) Montrose.

The Lords Commissioners of the Treasury,
&c. &c. &c.

Enclosure in No 8.

TENDER for Conveying HER MAJESTY'S MAILS between *Halifax* and *St. Thomas*.

Sir,

I HEREBY offer to convey Her Majesty's Mails by the steam vessels now employed between Halifax in Nova Scotia and St. Thomas (West Indies), calling each way at St. George's, Bermuda, and on the Conditions marked A., once each way in every four weeks, for the sum of 30,000*l.* per annum.

If the time allowed for the voyage between Halifax and St. Thomas be increased to _____ hours, instead of 200 hours, we will perform the service for the sum of _____ per annum; or if the time be reduced to _____ hours, instead of 200 hours, we shall then demand for the service _____ per annum.

I will agree to an abatement of 2,000*l.* in the amount of the subsidy, on condition that the penalties for delay on the voyage instead of being absolute shall not be payable when it is proved, to the satisfaction of the Postmaster General, that the delay arose from causes beyond my control.

I will also agree to an abatement of 4,000*l.*, if, in lieu of Conditions 6, 7, 8, and 9, the Postmaster General has merely power to require the withdrawal from the service of any vessel shown, by experience, to be unfit for the performance of the service.

If the Contract be made for three years certain, I will agree to a yearly abatement of 2,500*l.* from the subsidy; and, if it be made for five years certain, I will agree to a yearly abatement of 3,500*l.*; and, if for 10 years certain, a yearly abatement of 4,500*l.*

I propose as my sureties, in the penalty of 3,000*l.*, Mr. Henry Boggs, of 8, Crosby-square, London, and Sir Edward Cunard, Bart., of 52, Old Broad-street, London; and I refer you to J. B. Foord, Esq., of 52, Old Broad-street, London, as persons of whom inquiry can be made as to the responsibility of such sureties.

I engage that the vessels shall be complete and ready for sea on the 1st January 1868, in failure of which I agree to pay Her Majesty the sum of 10*l.* for every day's delay beyond that time. And should the 6th, 7th, 8th, and 9th Conditions be retained, I further engage that the hulls of the vessels shall be ready for survey on the _____

, and that the vessels shall be complete and ready for final survey on the _____; in failure at either of which times I agree to pay to Her Majesty a like sum of 10*l.* for every day's delay; but so that these penalties shall not in the aggregate exceed the sum of 3,000*l.*

I agree to commence the service on the 1st January 1868, and should such service not be commenced on such day, or on the first day thereafter which the Postmaster General may fix as the day of sailing, I agree to pay to Her Majesty the sum of 100*l.* for every day from that time until the said service shall be begun by me, but so that the whole amount of penalties for such failure shall not exceed 3,000*l.*

And I agree to execute a formal contract for the performance of the service, according to the terms of this tender, and the annexed Conditions marked A.

I am, &c.
(signed) *W. Cunard,*
52, Old Broad-street,
24 October 1867.

The Secretary of the Post Office.

I am willing to enter into a Contract for 10 years at 19,500*l.* per annum.(signed) *W. Cunara.*

CONDITIONS referred to, as marked A.

Note.—Certain additions and alterations suggested by the Admiralty are printed in *Italics*.

1. THE Contractors to convey, during the continuance of the Contract, Her Majesty's Mails between Halifax and St. Thomas by steam vessels, such vessels to call on the voyage, in both directions, at St. George's, Bermuda.

2. The mails must be conveyed from Halifax to St. Thomas and from St. Thomas to Halifax in 200 hours, exclusive of the stoppage at Bermuda, the duration of which shall be fixed by the Postmaster General, but not to exceed 12 hours daily.

3. Under the term "*Her Majesty's Mails*" are to be comprehended all boxes, bags, or packets of letters, newspapers, books or printed papers, and all other articles transmissible by the Post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the Post Office.

4. A penalty of 500 *l.* to be incurred on each occasion when the Contractors fail in providing a vessel, in accordance with their Contract, ready to put to sea at the appointed time, and a further penalty of 100 *l.* for every day's failure in providing such a vessel after such appointed time; but so that these penalties shall not in the aggregate exceed the part of the subsidy applicable to a single voyage, plus the sum of 1,000 *l.* The Contractors also to be subject to a penalty of 30 *l.* for every complete period of 12 hours consumed on any voyage, from whatever cause arising, beyond the number of hours allowed for the voyage; but so that the total amount of the last-named penalty for delay on any one voyage shall never exceed the part of the subsidy applicable to such voyage.

5. The payment by the Contractors of any penalties shall in no way prejudice the right of the Postmaster General to treat the failure to provide a proper vessel at the appointed time, or to perform a voyage at or within the appointed period, as a breach of the Contract.

6. The Contractors to supply, during the continuance of the Contract, and to the satisfaction of the Postmaster General, a sufficient number of steam vessels of adequate power, and in all respects suited for the performance of the service between Halifax and St. Thomas within the time stipulated in the Tender.

7. The Postmaster General to have power to require that the vessels to be used for the purposes of the Contract shall be built on plans previously approved of by the Lords Commissioners of the Admiralty.

8. The vessels to be always supplied with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, and whatsoever else may be necessary for equipping the said vessels, and rendering them constantly efficient for the service to be performed. The vessels to be manned by legally qualified and competent officers, and by a sufficient crew of engineers, able seamen, and other men.

9. The vessels to be subject at all times to survey by officers in the employment of the Admiralty or Post Office, and any defect discovered on such survey to be immediately made good by the Contractors; failing which, the vessels to be considered unfit for use, and the Contractors to become liable to the penalties named in the 4th Condition. The survey to extend not only to the vessels themselves, but to the officers, engineers, crew, machinery, and everything which the Contractors are bound to provide.

10. The days and hours of departure and arrival at each port to be fixed by the Postmaster General, and to be subject to alteration by him from time to time, on a notice to the Contractors of three months. The Postmaster General also to have power, by an order to the commander, to delay the departure of any vessel from any port for a period not exceeding 24 hours.

12. The Contractors to provide, to the satisfaction of the Postmaster General, a separate and convenient place of deposit for the mails on board each vessel.

13. In the event of any steam vessel being lost, or destroyed by fire, tempest, or any other casualty, or requiring repair, during the continuance of the Contract, the Contractors to provide, without any unnecessary delay, and within such reasonable time as may be required by the naval commander in chief, or senior naval officer on the North American and West Indian station, another vessel of similar power and description, and to convey the mails in the meantime in good and sufficient sailing vessels to be provided by them, to be approved of by the naval commander in chief or senior naval officer on the North American and West Indian station.

14. The Contractors and all commanding and other officers of the vessels which may be employed in the performance of the Contract, and all agents, seamen, and servants of the Contractors, shall, at all times during the continuance of the Contract, punctually attend to the orders of the Postmaster General as to the mode, time, and place of embarking and disembarking mails.

15. The commander shall take charge of the mails and be responsible for their due receipt and delivery. He shall also make the usual Post Office Declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmaster General may, from time to time, require.

16. Except such letters as are not required by law to pass through the Post Office, the Contractors not to receive, or permit to be received, for conveyance on board of the vessels employed under the Contract, any letters other than those contained in Her Majesty's mails. No mails must be conveyed on behalf of any colony or foreign country without permission of Her Majesty's Postmaster General; and the whole postage of every mail shall, under all circumstances, be at his disposal.

17. The Contractors not to convey in any of the vessels used for the mail service any nitro-glycerine or other article which may have been legally declared specially dangerous.

18. Every vessel which may have started, or which should have started, before the termination of the Contract, must complete its voyage in like manner as if the Contract remained in force.

19. The Postmaster General to be authorised to delegate any of his powers to such persons as he may deem fit to exercise them.

20. The Contractors, when so required, to be bound to convey from any port or ports of departure or call, to any other such port or ports, any number of Government passengers, not exceeding *four* of the first class, with their wives, children, and servants; *four* of the second class, with their wives and children; and *eight* of the third class, *with their wives and children*; such passengers with their families to be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class or that required by the regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers to include each day a reputed pint of good sound bottled or draught ale or beer, and that of the first class, in addition, a reputed pint of good foreign wine, either port or white. The several classes of passengers to mess in separate places. Medicine and medical comforts to be provided, as also mess utensils and fittings, cooking utensils, articles for table use and mess places, *cabins and berths*, fuel, lights, requisite articles of bedding, and all other necessaries. Third class passengers to have hammocks or bunks (subject to the approval of the Naval authorities) placed between decks.

21. The passage-money for Government passengers or their families to be the same as that charged by the Contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 20th Condition; and the freight or baggage according to Government scale, a copy of which is annexed. Whenever any alterations of rates for ordinary passengers may be made, the Postmaster General and the Lords Commissioners of the Admiralty to be immediately apprised by the Contractors of such alterations.

22. Returns of the embarkation and disembarkation of all Government passengers to be furnished by the Contractors to the Director of Transport Services immediately after the departure and arrival of each vessel.

23. Payments for passage-money of Government passengers to be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services, and to be made upon the production, to the Director, of the orders for the passages, together with a certificate, under the hand of the commanding officer, specifying the number of the third class passengers (men, women and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied, while on board, with provisions; and also of a certificate, under the hand of each first and second class passenger, of his or her having been landed at the place of destination, and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal.

24. The passage-money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, to be paid to the Contractors by the officers themselves *at the ordinary rates for private passengers*.

25. In all cases where an officer in the Civil, Naval, or Military Service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of the Contract, the Contractors to be bound to provide such passage and to charge no higher rate for such passage than is chargeable for ordinary passengers.

26. The Contractors to receive on board each of the vessels employed in the performance of the Contract, and to convey, on behalf of the Admiralty, *without charge*, any small packages which may be ordered for conveyance; and also (on receiving from the Postmaster General, or his officers or agents, or from the British naval officer in command of the station, two days' previous notice) to receive on board any naval or other stores, not exceeding five tons weight, *or seven tons and a half measurement of 40 cubic feet to each ton*, at any one time, in any one vessel; and to convey and deliver such stores at the lowest rate of freight charged by the Contractors for private goods; immediate notice being given to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight. The Contractors to be in all cases responsible for the custody and safe and speedy delivery of the packages and stores.

27. The Contractors to make any arrangements which may be required relative to quarantine.

28. Except where otherwise specified, none of the duties enumerated in the foregoing Conditions to give the Contractors any claim to remuneration beyond the general subsidy.

29. Every sum of money forfeited by the Contractors to be considered as stipulated or ascertained or liquidated damages, and to be payable whether any damage shall or shall not have been sustained by reason of the breach for which the penalty may be levied. The amount to be deducted by the Postmaster General out of any moneys then payable or which may thereafter become payable to the Contractors; or at his discretion, the payment thereof may be enforced, with full costs of suit.

30. The

30. The Contract to continue in force until the expiration of a notice of not less than one year; to be given in writing at any time by either party.

31. The Contract will not be binding until it has lain upon the table of the House of Commons for one month, without disapproval, unless, previous to the lapse of that period, it has been approved of by a resolution of the House.

32. Subject to deductions for penalties or otherwise, payments to be made quarterly at the General Post Office, London, out of moneys to be provided by Parliament.

33. All notices which the Postmaster General or any of his officers or agents are authorised to give, either to be delivered to the commander of any vessel of the Contractors or to any officer or agent of the Contractors in charge of any such vessel or to be left at the office or last known place of business or residence of the Contractors or of one of them.

34. The Contractors not to assign, underlet or dispose of the Contract, or any part thereof, without the consent, in writing, of the Postmaster General.

35. In case of the breach of the 34th Condition, or in case of a great or habitual breach of the Contract, of any other kind, the Postmaster General to have power, and that without previous notice, to terminate the Contract; such termination not to give the Contractors any claim to compensation.

36. In pursuance of the provisions of the Act 22 Geo. 3, c. 45, no Member of the House of Commons to be admitted to any share of the contract, or to any benefit arising therefrom.

37. For the due fulfilment of the Contract, the Contractors to enter into a bond, with two responsible sureties, to be named in their tenders, in the penalty of 3,000 £. Such penalty to be considered and recoverable as liquidated damages.

38. Should any dispute arise respecting the interpretation of any part of the Contract to be framed on the basis of this Tender and of these Conditions, the same to be settled by arbitration in the usual manner; and a submission to arbitration may be made a rule of court.

SCALE of BAGGAGE to be embarked with Naval Officers, Military Officers or Troops, and to be conveyed Free of Charge (applicable to all Stations, and to Coastwise as well as sea-going Services):

[*Vide Schedule at the end of the Contract.*]

— No. 9. —

The Secretary to the Treasury to Mr. *W. G. Romaine*.

Sir,

Treasury Chambers, 9 November 1867.

WITH reference to Lord Henry Lennox's letter of the 5th of August last, and previous correspondence relating to the Bermuda Mail Packet Service, I am directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you the enclosed copy of a letter from the Postmaster General, together with a tender from Mr. W. Cunard to undertake the packet service between Halifax, Bermuda, and St. Thomas, at the expiration of the present contract; and I am to request that in laying the same before the Lords Commissioners of the Admiralty for any observations which may occur to them thereon, you will state to their Lordships that my Lords must hesitate before authorising the Paymaster General to accept the tender submitted, inasmuch as its acceptance would involve, even supposing that the various conditions proposed by Mr. Cunard are agreed to, a very considerable increase of expenditure beyond what is at present incurred on a service which the Postmaster General represents as one hardly called for on postal grounds.

My Lords would therefore suggest, as the continuance of this service has been represented by their Lordships of the Admiralty to be of great importance, with a view to enable the Naval Commander in Chief on the North American station to communicate with the West Indies and other portions of his extensive command, whether it might not be possible for their Lordships to make some more economical arrangement for the purpose in question than the one which the

Postmaster
General, 5/11/67.

acceptance of Mr. Cunard's tender, even at its lowest, would impose on the public.

I am to request that Mr. Cunard's tender may be returned to this office, and that my Lords may be favoured with an early reply to this letter.

W. G. Romaine, Esq., C. B.
&c. &c. &c.

I am, &c.
(signed) *George Ward Hunt.*

— No. 10. —

Mr. *W. G. Romaine* to the Secretary to the Treasury.

Sir,

Admiralty, 12 November 1867.

IN reply to your letter of the 9th instant, transmitting the accompanying tender from Mr. Cunard to undertake the packet service between Halifax, Bermuda, and St. Thomas, at the expiration of the present contract, for a sum estimated, at the least, at 19,500 *l.* per annum; I am commanded by my Lords Commissioners of the Admiralty to request you will state to the Lords Commissioners of Her Majesty's Treasury, that they have given much attention to the consideration of this question of mail communication between Halifax, Bermuda, and the West Indies, which it appears to them essential to maintain.

Unless this line be continued, the naval Commander in Chief would be cut off from all means of communication with the ships of his squadron, as well as the Governors of Her Majesty's Colonies in the West Indies, whenever he happened to be at Halifax or Bermuda, or would be deprived of means of communicating with Halifax and Bermuda, whenever he might be in the West Indies.

My Lords therefore consider it to be absolutely necessary that this service should be continued, and that the Island of Bermuda, so important to this country, should not be entirely cut off from all mail communication with England. In the event of the service having to be undertaken by this department, it could not be performed with less than two vessels. The cost of building two suitable vessels is estimated at 70,000 *l.*, there being none of Her Majesty's ships at present disposable. The annual cost of wages, victuals, coals, and wear and tear, is estimated at not less than 25,000 *l.*

The Secretary of the Treasury,
&c. &c. &c.

I am, &c.
(signed) *W. G. Romaine.*

— No. 11. —

The Secretary to the Treasury to the Postmaster General.

My Lord Duke,

Treasury Chambers, 26 November 1867.

WITH reference to your Grace's letter of the 5th instant, forwarding a tender from Mr. W. Cunard, for the performance, at the expiration of the present contract, of a packet service once a month each way between Halifax, Bermuda, and St. Thomas, I am directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you, for your Grace's information, the enclosed copy of a letter from the Admiralty, relating to this subject, and I am desired to state that my Lords are pleased to sanction your accepting Mr. Cunard's tender for the service in question for a subsidy of nineteen thousand five hundred pounds a year, the contract to be for 10 years (but the Postmaster General to have the power reserved in such contract to terminate it at the end of five years, on giving twelve months' notice, and in the event of the power of terminating the contract at the end of such five years being exercised, Mr. Cunard to be entitled to be paid for each of those five years an additional subsidy of one thousand pounds), the penalties for delay on the voyage, instead of being absolute, to be conditional, and the vessels not to be subject to Admiralty survey.

Power should also be given in the contract to the Postmaster General to change the terminal port of St. Thomas to another port in the West Indies, if hereafter deemed necessary; the terms to be paid to Mr. Cunard for such alteration

Admiralty,
12/11/67.

