

HALIFAX MAILS.
HALIFAX AND UNITED STATES MAIL CONTRACT.

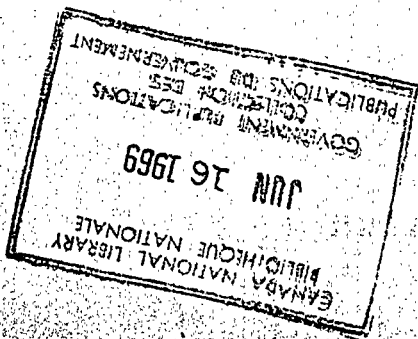
COPIES of TENDERS and CONTRACTS for carrying Her Majesty's MAILS by Steam to and from Halifax, between Liverpool and Halifax, and Halifax and Boston, with Dates of Sailing and Arrival of the Steamers;—Also, Copy of MEMORIAL from Merchants at Birmingham relative to the Halifax and United States Mail Contract.

(Mr. Philip Miles.)
(Mr. Cardwell.)
(Mr. Spooner.)

Ordered, by The House of Commons, to be Printed,
6 & 9 July 1846.

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19/5/4

2 Parliament

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HALIFAX MAILS.
HALIFAX AND UNITED STATES MAIL CONTRACT.

4 } British Sessional Papers } 1846
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RETURNS to Two Orders of the Honourable The House of Commons,
dated 18 June and 3 July 1846;—for,

HALIFAX MAILS.

COPY "of the ORIGINAL ADVERTISEMENT for TENDERS for carrying Her Majesty's Mails by Steam to and from *Halifax*, and for a COPY of the Printed FORM of INSTRUCTIONS sent to Collectors of Customs of the Ports authorized to tender, for the guidance of Parties tendering:—Also, for COPIES of the TENDERS, or LETTERS of TENDER, handed in at the proper time at Somerset House, in compliance with the terms of said Instructions:—"

- " COPIES of TENDERS made after the Time, if any:—"
- " COPY of the ORIGINAL CONTRACT under which the Mails were settled to be carried between *Liverpool* and *Halifax*, and *Halifax* and *Boston*:—"
- " COPIES of all AGREEMENTS made after the Date of said Contract, upon any Increase of the Term of said Original Contract, or of the Grant for the Service:—"
- " RETURN of the SUMS PAID to the Contracting Party to Date; specifying whether Grants or permanent Increase of Terms, and the Dates of the same:—"
- " COPY of the New CONTRACT entered into, or about to be entered into, for carrying Mails between *Liverpool* and *New York*."

(*Mr. Philip Miles.*)

" RETURN of the DATES of SAILING and ARRIVAL of the STEAMERS employed in performing the Contract subsisting with Messrs. *Cunard*, on their respective Voyages, from the Commencement to the present Time."

(*Mr. Cardwell.*)

HALIFAX AND UNITED STATES MAIL CONTRACT.

COPY "of MEMORIAL from Merchants at *Birmingham* to the Lords of the Treasury, relative to the *Halifax* and *United States* Mail Contract."

(*Mr. Spooner.*)

Ordered, by The House of Commons, to be Printed,
6 & 9 July 1846.

6 } 464.

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HALIFAX MAILS.

No. 1.

ORIGINAL ADVERTISEMENT.

STEAM VESSELS required for conveying Her Majesty's Mails and Despatches between *England and Halifax (Nova Scotia)*, and also between *England and Halifax and New York*.

Department of the Comptroller for Victualling and Transport Services,
Somerset-place, 7 November 1838.

THE Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, do hereby give notice, that on Saturday, the 15th of December next, at two o'clock, they will be ready to receive tenders, under conditions, which may be seen at the above office, or upon application to Commander Chappell, R. N., at Liverpool, or to the Collector and Comptroller of Customs at Bristol or Glasgow, or to Lieutenant Wentworth, R. N., at Leith, for the conveyance of Her Majesty's mails and despatches between England and Halifax (Nova Scotia), and also between England and Halifax and New York, in steam-vessels of not less than 300 horse power each.

All tenders are to be made upon the printed form provided for the purpose, which may be had upon application as above; and they are to be addressed to the Secretary of the Admiralty, at Somerset-place, with the words "Tender for the Conveyance of Mails" and "Comptroller of Victualling" in the left-hand corner of the envelope.

No tender will be received after two o'clock on the day of treaty, nor will any be noticed unless the party, or an agent for him, attends.

Every tender must be delivered at the above office; and if by an agent, be accompanied by the written authority of the parties tendering; and it must also express when and where the vessels will be ready for survey, and when they will be completely ready for sea, and also state the address of the party tendering.

No. 2.

PRINTED FORM OF INSTRUCTIONS.

TENDER for performing by Steam-Vessels the Mail Service between *England and Halifax (Nova Scotia)*, and also between *England and Halifax and New York*.

Vessels' Names.	Tons by Register.	Where lying.	Horse Power.	Draft of Water when ready for Sea.	Rate of Steaming.	Day on which the Vessel will be ready.	
						For Survey.	Complete for Sea on the Part of the Owners.
				Feet. Inches.	Knots per Hour.		

Sir,

December 1838.

WE hereby offer to the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, for one year certain, and further until the expiration of six months' notice, the above-mentioned steam-vessels to convey mails to and from England and Halifax at the rate of £. per annum; or the above-mentioned steam-vessels to convey mails to and from England and Halifax and New York at the rate of £. per annum; subject to the several terms, rules and regulations hereinafter contained.

TENDERS AND CONTRACTS FOR CARRYING THE

In the event of this tender being accepted, we engage that the vessels above-mentioned shall be ready for survey, and complete for sea, on or before the respective times above-mentioned, complete on the owner's part in every respect, in failure of which we do hereby jointly and severally engage to forfeit and pay to Her Majesty the sum of £.10 for each day any vessel shall be delayed beyond the respective days above-mentioned; and the Commissioners are, in that case, to have the option of rejecting her altogether.

, Broker.

And further, do hereby authorize
said Commissioners, and to execute to them on
ment, according to the said conditions.

to agree with the
behalf a charter-party or agree-

, Owner.

The Secretary of the Admiralty.

N. B.—All tenders to be made upon this printed form, and they are to be addressed to the Secretary of the Admiralty, at Somerset-place, with the words "Tender for the Conveyance of Mails," and "Comptroller of Victualling," in the left-hand corner of the envelope; and no tender will be received, unless it be made precisely according to the preceding printed form. Any conditions or alterations which the party tendering may wish to suggest, must be added to the tender, either at the end of the printed form, or by a separate letter at the time of making the tender.

The name and residence of the managing owner are to be noted under the vessels' names, and the broker's address must likewise be stated.

Persons tendering for more than one of the above modes of conveyance, must send a separate tender for each mode offered.

Here insert proposed day for being ready to put to sea from Halifax.

CONDITIONS of the CONTRACT for performing by Steam-Vessels the Mail Service between *England and Halifax (Nova Scotia)*; and also between *England and Halifax and New York*.

I. THE contracting parties shall provide a sufficient number of steam-vessels of not less than 300 horses power each, in all respects properly equipped and manned (to be approved by the Lords Commissioners of the Admiralty, after survey by officers to be appointed by them), for the conveyance of Her Majesty's mails and despatches between England and Halifax, or between England and Halifax and New York, once every calendar month each way. Separate tenders are to be made for, first, the conveyance to and from Halifax only; and, secondly, the conveyance to and from England, and both Halifax and New York.

II. One of such vessels shall be ready to leave one of the under-mentioned ports; viz., Liverpool, Bristol, Falmouth, Plymouth or Southampton, with the mail to be despatched from London on the first Wednesday of every calendar month, or on such other day in every calendar month as the said Lords Commissioners of the Admiralty may direct, by giving one month's notice of any intended alteration in this respect.

And the said vessel shall proceed to sea as soon as the mails and despatches are put on board, and make the best of her way to Halifax (Nova Scotia), where the said mails and despatches shall be landed and delivered in the manner hereinafter provided. In case of a tender for conveying the mails to New York as well as to Halifax, the vessel, after delivering the mails at Halifax (and receiving a mail there, if required), will proceed to New York, landing there the mails and despatches as hereinafter specified.

III. In either case, whether the vessel remains at Halifax, or proceeds to New York and returns, she must be ready to put to sea from Halifax on a day to be proposed (in the form of tender), by the parties tendering, not earlier than the 21st, or later than the 25th day after arrival at Halifax from England, when she will make the best of her way to England, landing the mails and despatches in the manner hereinafter provided, at the port of starting.

In case of the tender for New York, she will bring a mail-bag and despatches from thence, both for Halifax and for England.

In case of difficulty or risk of delay in landing the mails and despatches at the regular port in England, they may be landed at any of the following ports; viz. Cork, Waterford, Liverpool, Bristol, Falmouth, Plymouth, Southampton, Portsmouth, Dover, Deal, at the discretion of the Admiralty Officer on board, to be appointed as in next condition.

It is to be understood, however, that the said Admiralty Officer shall, at all times, have authority to detain the said vessel 48 hours at Halifax, in case of the non-arrival of the return mails from Canada.

IV. A naval officer will be placed on board each vessel, who is to be considered as the agent of my Lords Commissioners of the Admiralty, and in charge of the mail-bags. It will be his duty to see the conditions of the contract strictly complied with in every respect, to determine every question relative to going to sea or putting into harbour, whenever such question may arise; and his report to be conclusive, unless the Board of Admiralty shall see reason, on application from the contractors, to decide otherwise. The said naval officer shall, at all times, have access to the ship's log for perusal; and whenever any defect is discovered in the vessel or her machinery, it is immediately to be made known to the said officer for his guidance.

A suitable

A suitable cabin, bed and bedding to be appropriated to the use and for the sole accommodation of the naval officer, with a proper place of deposit, under his lock, for the mails; and no charge to be made for the officer's passage, who is to be victualled as a cabin passenger at the expense of the contractors. If he requires a servant, no charge is to be made for such servant's passage, who is to be provided with a proper berth, and victualled at the charge of the contractors.

V. At each and every place where the said mails and despatches are to be received or delivered, they are to be conveyed to and from the respective post-offices by the contractors under charge of the said officer; and the directions of the said officer shall be obeyed as to the mode of receipt and delivery of the said mails and despatches, at each of the ports and places aforesaid.

VI. The vessel having the mails on board, is not to stop or linger on her voyage, except for the purpose of saving human life, nor is she to delay starting as soon as required to do so by the naval officer on board, nor is she to return into port after starting, without written authority of that officer, under a penalty, in either case, of £. 100, subject always to appeal to the Board of Admiralty.

VII. The naval officer appointed by the Board of Admiralty shall have full authority, whenever he may deem it requisite, to examine and survey any part of the hull, machinery or equipment of the vessel, and in case of any deficiency being ascertained, he shall give immediate notice thereof in writing to the master of the vessel, who shall be required to take immediate steps for replacing or effectively repairing the same, under a penalty of £. 100 for each violation of this condition.

The naval officer shall, on the return of the steam-vessel to England, on each voyage, report to the Lords Commissioners of the Admiralty, the state of the vessel and machinery, and if the Admiralty shall think fit, they may, on such report, order a survey by their own officers, of the hull or any part of the hull, or any part of the engines or machinery of such vessel; and if any part of such vessel or her machinery shall, on such survey, be pronounced unseaworthy, she shall not be employed again in the conveyance of the mails till the defect is made good, and is not to be deemed a good and sufficient vessel, under Article 1.

VIII. This contract to commence from the first of April 1839, and to be in force for a period of one year from that date, and further, till notice given by either party.

In all cases whether it is the intention of either party to give notice at the end of the first year, for the termination of the contract, or at any subsequent period, six months' notice to be given of any such intention.

Nos. 3 and 4.

LETTERS of TENDER handed in at the proper Time.

(No. 3.)

Sir,

Great Western Steam-Ship Office,
35, Princes-street, Bristol, 13 December 1838.

I AM instructed by the directors of the Great Western Steam-Ship Company to express to the Lords of the Admiralty their willingness to enter into a contract for the conveyance of Her Majesty's mails to and from England and Halifax, Nova-Scotia; but I am desired to state that the time specified in the form for tender for this service is too short to allow them to make the necessary arrangements.

The experience of the last voyage of the "Great Western," has established, in the opinion of the directors, that no vessel of less than 1,000 tons register, if built of iron, or of 1,200 tons register, if of timber, and with engines of less than 350 horse power, will be adequate to the duty required, and three such vessels will be necessary.

The time required for the construction, equipment and trial of these vessels and engines, will be not less than from 18 to 24 months from the date of the contract.

From and after such a period, the directors would be willing to contract for monthly departures to and from England and Halifax, for the sum of £. 45,000 per annum; on condition that the contract remain in force for seven years from its commencement, and subject to all other conditions being agreed upon between the Board of Admiralty and the directors.

I remain, Sir, &c.

(signed) *Christ P. Claxton,*
Managing Director.

(No. 4.)

Sir,

St. George Steam-Packet Company Office,
137, Leadenhall-street, London, 15 December 1838.

I AM authorized by the directors of the St. George Steam-Packet Company to make the following offer for the conveyance of Her Majesty's mails to and from Halifax and New York, which they beg leave respectfully to submit to the Lords Commissioners of Her Majesty's Navy.

The St. George Steam-Packet Company are unable to make any offer in strict accordance with the printed form supplied from their Lordships' office, not having a sufficient number of vessels of the power of 300 horses; but they are ready to engage, and hereby offer to convey Her Majesty's mails to and from Cork to Halifax, to and from Halifax and New York, on the following conditions, which they respectfully submit to their Lordships as being much less expensive than the plan proposed, and equally efficient.

The station to be at Cork for departure and arrival, and the Company engage to have a steamer in readiness at Liverpool on the first Thursday in every month (or such day as may be appointed), on the arrival of the mail from London, to convey it to Cork, and on her arrival there, another vessel to be ready and proceed immediately for Halifax; the vessels to leave Cork and Halifax on the same days.

The Company will engage to have a vessel at Halifax to convey the mails on arrival of the packet from Cork to New York, and that vessel to return from thence in time to meet the steamer for England, at Halifax.

The vessels from Cork to Halifax to be of not less than 240 horse power, and from Halifax to New York, of not less than 140 horse power.

All the packets to be free of port dues and pilotage.

On the following terms:

Cork and Halifax once a month, each way, £. 45,000 per annum, and Cork and Halifax and New York, once a month, each way, £. 65,000 per annum.

With the exception of the power of the vessels, port of departure, and time of remaining at Halifax, this offer embraces, and is subject to the printed conditions.

I am, &c.

(signed) J. P. Robinson.

To the Secretary of the Admiralty.

Enclosure to No. 4.

TENDER for performing by Steam-Vessels the Mail Service between *England* and *Halifax* (*Nova Scotia*), and also between *England* and *Halifax* and *New York*.

Vessels' Names.	Tons by Register, exclusive of Engine-room.	Where lying.	Horse Power.	Draft of Water when ready for Sea.		Rate of Steaming.	Day on which the Vessel will be ready.	
				Ft.	In.		Knots per Hour.	For Survey.
Sirius - -	412	London -	300	13	6	10	1 March	1 April.
Vulture - -	410	Liverpool -	240	13	6	10	" "	" "
Juno - -	362	London -	240	12	6	10	" "	" "
Kilkenny -	400	Liverpool -	300	13	6	10	" "	" "
Severn - -	216	Bristol -	140	12	0	9	" "	" "
Lec - -	200	Hull - -	140	12	0	9	" "	" "

Sir,

15 December 1838.

WE hereby offer to the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, for one year certain, and further until the expiration of six months' notice, the above-mentioned steam-vessels to convey mails to and from England and Halifax, at the rate of £. 45,000 per annum; or the above-mentioned steam-vessels to convey mails to and from England, and Halifax and New York, at the rate of £. 65,000 per annum, subject to the several terms, rules and regulations hereinafter contained.

In the event of this tender being accepted, we engage that the vessels above-mentioned shall be ready for survey and complete for sea on or before the respective times above-mentioned, complete on the owner's part in every respect, in failure of which we do hereby jointly and severally engage to forfeit and pay to Her Majesty the sum of £. 10 for each day any vessel shall be delayed beyond the respective days above-mentioned, and the Commissioners are in that case to have the option of rejecting her altogether.

(signed) Joseph Phelps Robinson, Broker.

And

And further, we do hereby authorize J. P. Robinson to agree with the said Commissioners, and to execute to them on our behalf a charter-party or agreement, according to the said conditions.

St. George Steam-Packet Company,
William Harp Hutchinson, Chairman,
 Owner.

The Secretary of the Admiralty.

N.B.—All tenders to be made upon this printed form, and they are to be addressed to the Secretary of the Admiralty, at Somerset-place, with the words "Tender for the Conveyance of Mails," and "Comptroller of Victualling," in the left-hand corner of the envelope; and no tender will be received unless it be made precisely according to the preceding printed form. Any conditions or alterations which the party tendering may wish to suggest must be added to the tender, either at the end of the printed form, or by a separate letter at the time of making the tender.

The name and residence of the managing owner are to be noted under the vessels' names, and the broker's address must likewise be stated.

Persons tendering for more than one of the above modes of conveyance, must send a separate tender for each mode offered.

Here insert proposed day for being ready to put to sea from Halifax.

CONDITIONS of the CONTRACT for performing by Steam-vessels the Mail Service between *England and Halifax (Nova Scotia)*; and also between *England and Halifax and New York*.

I. THE contracting parties shall provide a sufficient number of steam-vessels of not less than 300-horses power each, in all respects properly equipped and manned (to be approved by the Lords Commissioners of the Admiralty, after survey by officers to be appointed by them), for the conveyance of Her Majesty's mails and despatches between England and Halifax, or between England and Halifax and New York, once every calendar month each way. Separate tenders are to be made for, first, the conveyance to and from Halifax only; and, secondly, the conveyance to and from England and both Halifax and New York.

II. One of such vessels shall be ready to leave one of the under-mentioned ports, viz.:—Liverpool, Bristol, Falmouth, Plymouth or Southampton, with the mail to be despatched from London on the first Wednesday of every calendar month, or on such other day in every calendar month as the said Lords Commissioners of the Admiralty may direct, by giving one month's notice of any intended alteration in this respect.

And the said vessel shall proceed to sea as soon as the mails and despatches are put on board, and make the best of her way to Halifax (Nova Scotia), where the said mails and despatches shall be landed and delivered in the manner hereinafter provided. In case of a tender for conveying the mails to New York as well as to Halifax, the vessel, after delivering the mails at Halifax (and receiving a mail there, if required) will proceed to New York, landing there the mails and despatches as hereinafter specified.

III. In either case, whether the vessel remains at Halifax or proceeds to New York and returns, she must be ready to put to sea from Halifax on a day to be proposed (in the form of tender) by the parties tendering, not earlier than the 21st, or later than the 25th day after arrival at Halifax from England, when she will make the best of her way to England, landing the mails and despatches, in the manner hereinafter provided, at the port of starting.

In case of the tender for New York she will bring a mail-bag and despatches from thence, both for Halifax and for England.

In case of difficulty or risk of delay in landing the mails and despatches at the regular port in England, they may be landed at any of the following ports, viz.:—Cork, Waterford, Liverpool, Bristol, Falmouth, Plymouth, Southampton, Portsmouth, Dover, Deal, at the discretion of the Admiralty officer on board, to be appointed as in next condition.

It is to be understood, however, that the said Admiralty officer shall, at all times, have authority to detain the said vessel 48 hours at Halifax, in case of the non-arrival of the return mails from Canada.

IV. A naval officer will be placed on board each vessel, who is to be considered as the agent of my Lords Commissioners of the Admiralty, and in charge of the mail-bags. It will be his duty to see the conditions of the contract strictly complied with in every respect, to determine every question relative to going to sea or putting into harbour, whenever such question may arise; and his report to be conclusive, unless the Board of Admiralty shall see reason, on application from the contractors, to decide otherwise. The said naval officer shall, at all times, have access to the ship's log for perusal; and whenever any defect is discovered in the vessel or her machinery, it is immediately to be made known to the said officer for his guidance.

A suitable cabin, bed and bedding to be appropriated to the use and for the sole accommodation of the naval officer, with a proper place of deposit, under his lock, for the mails; and no charge to be made for the officer's passage, who is to be victualled as a cabin passenger at the expense of the contractors. If he requires a servant, no charge is to be made for such servant's passage, who is to be provided with a proper berth, and victualled at the charge of the contractors.

V. At each and every place where the said mails and despatches are to be received or delivered, they are to be conveyed to and from the respective post-offices by the contractors; under charge of the said officer; and the directions of the said officer shall be obeyed as to the mode of receipt and delivery of the said mails and despatches, at each of the ports and places aforesaid.

VI. The vessel having the mails on board is not to stop or linger on her voyage, except for the purpose of saving human life; nor is she to delay starting as soon as required to do so by the naval officer on board, nor is she to return into port after starting, without written authority of that officer, under a penalty, in either case, of £.100, subject always to appeal to the Board of Admiralty.

VII. The naval officer appointed by the Board of Admiralty shall have full authority, whenever he may deem it requisite, to examine and survey any part of the hull, machinery or equipment of the vessel, and in case of any deficiency being ascertained, he shall give immediate notice thereof in writing to the master of the vessel, who shall be required to take immediate steps for replacing or effectively repairing the same, under a penalty of £.100 for each violation of this condition.

The naval officer shall, on the return of the steam-vessel to England, on each voyage, report to the Lords Commissioners of the Admiralty the state of the vessel and machinery, and if the Admiralty shall think fit, they may on such report, order a survey by their own officers of the hull, or any part of the hull, or any part of the engines or machinery of such vessel; and if any part of such vessel or her machinery shall, on such survey, be pronounced unseaworthy, she shall not be employed again in the conveyance of the mails till the defect is made good, and is not to be deemed a good and sufficient vessel, under Article I.

VIII. This contract to commence from the 1st of April 1839, and to be in force for a period of one year from that date, and further, till notice given by either party.

In all cases, whether it is the intention of either party to give notice at the end of the first year, for the termination of the contract, or at any subsequent period, six months' notice to be given of any such intention.

Sir,

I BEG to refer the Lords Commissioners of the Admiralty to the enclosed letter.

Chas. Wood, Esq., M. P.

I am, Sir, &c.
(signed) *J. P. Robinson.*

No. 5.

COPY OF ORIGINAL CONTRACT, dated 4 May 1839.

ARTICLES OF AGREEMENT made this 4th day of May in the year of our Lord 1839
Between the Commissioners for executing the office of Lord High Admiral of the
United Kingdom of Great Britain and Ireland for and on behalf of Her Majesty
of the one part and *Samuel Cunard* of Halifax in Nova Scotia Esquire of the other
part

WITNESS that the said Samuel Cunard doth hereby for himself his heirs executors and administrators covenant promise and agree with and to the said Commissioners that he the said Samuel Cunard his executors and administrators shall and will during the continuance of this contract diligently faithfully and to the satisfaction of the said Commissioners for the time being and with all possible speed convey Her Majesty's mails and despatches twice in every calendar month from Liverpool in the county of Lancaster in that part of the United Kingdom called England to Halifax aforesaid and also twice in every Calendar Month from Halifax aforesaid to Liverpool aforesaid by means of a sufficient number of good substantial and efficient steam vessels each of such vessels being supplied and furnished with engines of not less than Three hundred horses power And also will in like manner convey Her Majesty's mails and despatches twice in every calendar month to and from each of the undermentioned places—viz.—from Halifax aforesaid to Boston in the United States from Boston aforesaid to Halifax aforesaid and when and as often as the river St. Lawrence is unobstructed by ice or navigable in the opinion of the naval officer or other person having the charge of Her Majesty's mails and despatches from Pictou in Nova Scotia to Quebec in Canada and from Quebec aforesaid to Pictou aforesaid by means of a sufficient number of good substantial and efficient steam vessels each of such last-mentioned vessels being supplied and furnished with engines of not less than One hundred and fifty horses power And that all the vessels to be and while employed in the performance of this contract shall be supplied and furnished with all necessary and proper apparel furniture stores tackle boats fuel and manned with competent officers and engineers and a sufficient crew of able seamen and other men to be in all respects as to vessels engines equipments and crew subject to the approval of the said Commissioners or such other person or persons as they shall from time to time appoint for that purpose

And that for the purpose of conveying such mails and despatches one of such vessels with engines of not less than Three hundred horses power and so equipped and manned shall
twice

twice in every calendar month during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed from Liverpool aforesaid without loss of time direct to Halifax aforesaid and another of such last-mentioned vessels shall also twice in every calendar month during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed without loss of time direct from Halifax aforesaid to Liverpool aforesaid with the said mails and despatches on board

That twice in every calendar month during the continuance of this contract as soon as possible after the arrival at Halifax of each successive vessel bringing the said mails and despatches from England one of such vessels of not less than One hundred and fifty horses power so equipped and manned as aforesaid shall without loss of time proceed direct to Boston aforesaid with the mails and despatches for that place on board where such last-mentioned vessel shall remain for the purpose of receiving any return mails but not so long as to run any risk of her not arriving at Halifax with such mails and despatches from Boston previously to the departure from Halifax of the vessel which ought next to convey such mails and despatches to England

And also that twice in every calendar month during the continuance of this contract as soon as possible after the arrival at Pictou aforesaid of Her Majesty's mails and despatches from Halifax one of such steam vessels with engines of not less than One hundred and fifty horses power and so equipped and manned as aforesaid shall be in readiness to leave and shall forthwith proceed from Pictou without loss of time with the said mails and despatches on board direct to Quebec aforesaid where such vessel shall remain for the purpose of receiving any return mails not less than Twenty-four hours but not longer than will ensure her return to Pictou with Her Majesty's mails and despatches in time to allow such mails and despatches being put on board the steam vessel which in performance of this contract ought next to leave Halifax with the first return mail for England

That the said Commissioners for the time being shall be at liberty and have full power to appoint the day and hour for the said vessels originally leaving all the said places from whence the said mails and despatches are to be conveyed and from time to time on giving three months' notice in writing under their hands or the hand of their secretary to the said Samuel Cunard his executors or administrators to alter as the said Commissioners may think fit the time of departure of all or any of the said vessels It being nevertheless expressly understood that the said Commissioners or any one of their officers or agents shall be at liberty and have full power at any time during the continuance of this contract to direct that any one or more of such vessels so conveying Her Majesty's mails and despatches from any of the said ports or places shall delay her or their departure for any period not exceeding Twenty-four hours beyond the period which may have been previously fixed for the departure of such vessel or vessels and a letter addressed to the commander of the vessel so to be delayed shall be a sufficient authority for such detention

That if at any time from stress of weather or other unavoidable circumstances the vessel conveying the said mails and despatches from Halifax aforesaid shall not be able in the opinion of the said naval officer or other person duly authorized by the said Commissioners to fetch the river Mersey at Liverpool aforesaid without considerable loss of time then and in every such case Her Majesty's mails and despatches with the officer or person having the charge thereof shall be landed at any of the undermentioned places at the discretion of such naval officer or other person so authorized as aforesaid namely Bristol Falmouth Plymouth Southampton Portsmouth Dover or Deal

That the said Samuel Cunard his executors or administrators shall receive and allow to remain on board on all and each of the vessels to be employed in the performance of this contract while they are so employed and also while remaining at any of the said ports or places for return mails an officer in Her Majesty's navy or any other person to be appointed by the said Commissioners and also a servant of the said officer or other person as aforesaid if required and that every such officer or other person shall be recognized and considered by the said Samuel Cunard his executors or administrators and his and their officers agents and seamen as the agent of the said Commissioners in charge of Her Majesty's mails and despatches and as having full authority in all cases to require a due and strict execution of the conditions of this contract on the part of the said Samuel Cunard his executors or administrators his and their officers servants and agents and to determine every question whenever arising relative to proceeding to sea or putting into harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such officer or other person as aforesaid shall in each and every of such cases be final and binding on the said Samuel Cunard his executors or administrators unless the said Commissioners on appeal from the said Samuel Cunard his executors or administrators shall think proper to decide otherwise That a suitable first-rate cabin with appropriate bed bedding and furniture shall at the cost of the said Samuel Cunard his executors or administrators be provided and appropriated by the said Samuel Cunard for and to the exclusive use and for the sole accommodation of each and every of such naval officers or other persons authorized as aforesaid and also a proper and convenient place of deposit on board under lock and key for Her Majesty's mails and despatches and that each and every of the said officers or other persons as aforesaid shall be victualled by the said Samuel Cunard his executors or administrators as a chief cabin passenger without any charge being made either for his passage or victualling and that should all or any of such officers or other persons require a servant such servant shall be also provided with a proper and suitable berth and be victualled by and at the cost of the said Samuel Cunard his executors or administrators

trators without any charge being made for the same. And that if the said Commissioners shall at any time during the continuance of this contract think fit to entrust the charge and custody of Her Majesty's mails and despatches to the commander or commanders of all or any of the vessels to be employed in the performance of this contract between Halifax and Boston or Pictou and Quebec or any of them or between any of the ports and places herein mentioned that such commander or commanders shall take due care thereof and shall make the usual declarations required or which may be required by Her Majesty's Postmaster-general in such or similar cases and such commander or commanders having the charge of such mails and despatches shall immediately on the arrival at any of the said ports and places of any vessel so conveying the said mails and despatches himself deliver the said mails and despatches into the hands of the postmaster of the port or place where such mails and despatches are to be delivered or into the hands of such other person as the said Commissioners shall direct and authorize to receive the same.

That at each and every of the said ports or places where Her Majesty's mails and despatches may be delivered or received the said naval officer or such other person having or authorized to have the charge of the said mails and despatches shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the steam-vessel employed for the time being in the performance of this contract together with or (if such officer or person considers requisite) without Her Majesty's mails and despatches in a suitable boat of not less than four oars to be provided and properly manned and equipped by the said Samuel Cunard and that the directions of the said naval officer or of such other person having or authorized to have the charge of the said mails and despatches shall in all cases be obeyed as to the mode of receipt and delivery of the said mails and despatches.

That if any vessel having Her Majesty's mails and despatches on board shall stop linger or deviate from the direct course on her voyage or shall delay starting at exact time or shall put back into port after starting without the sanction in each and every case of such officer or other person authorized to have the charge of the said mails and despatches as aforesaid then and in each and every of such cases and as often as the same shall happen the said Samuel Cunard his executors and administrators shall and will pay unto Her Majesty Her heirs and successors the sum of One hundred pounds and that if a vessel which ought to leave Liverpool for Halifax or Halifax for England in the performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the said Samuel Cunard his executors or administrators shall and will so often as any such omission shall happen pay unto Her Majesty Her heirs and successors the sum of Five hundred pounds and also the further sum of Five hundred 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 and that if a vessel with engines of not less than One hundred and fifty horses power which ought to leave Halifax Boston Pictou or Quebec in performance of this contract shall not proceed on her voyage for twelve hours after the proper and appointed time the said Samuel Cunard his executors or administrators shall and will so often as any such omission may occur pay unto Her Majesty Her heirs and successors the sum of Two hundred pounds and also the further sum of Two hundred 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.

That the said Samuel Cunard his executors or administrators shall and will at all times during the continuance of this contract at his and their cost provide and keep sea-worthy and in complete repair a sufficient number (not less than Three) of good substantial and efficient steam-vessels of not less than Three hundred horses power each and in like manner a sufficient number (not less than Two) of good substantial and efficient steam-vessels of not less than One hundred and fifty horses power each for the service hereby agreed to be performed by him and at the like costs adequately provide and furnish all and every of the vessels to be and while employed in the performance of this contract with all tackle stores oil tallow fuel provisions machinery engines anchors cables two efficient boats fire-pumps and all other proper and requisite means for extinguishing fire and all other furniture and apparel and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the said service.

That the said Samuel Cunard his executors or administrators shall and will from time to time and at all times during the continuance of this contract make such alterations or improvements in the construction equipments or machinery of the said vessels which shall be used by him or them in the performance of this contract as the advanced state of science may suggest and the said Commissioners may direct.

That any naval officer or other person authorized to have the charge of Her Majesty's mails and despatches shall either alone or with such other persons as he may consider necessary have full power and authority whenever and as often as he may deem it requisite to examine and survey in such manner as he may think proper all and every or any of the vessels employed or to be employed in the performance of this contract and the hulls machinery and equipments thereof on his giving notice in writing to the commander for the time being of the vessel about to be examined of such his intention and if any defect or deficiency be ascertained and notice thereof in writing be given to the master or commander of the vessel in which such deficiency or defect may be found and if the said master or commander shall not immediately or as soon as possible thereupon remedy replace or effectively repair the same he the said Samuel Cunard his executors or administrators shall in every such case pay to Her Majesty Her heirs and successors the sum of One hundred pounds but the

the payment of such penalty shall not in anywise release or discharge the said Samuel Cunard his executors or administrators from remedying replacing or effectively repairing such deficiency or defect. And that the said Commissioners shall also have full power and be at liberty whenever and as often as they may deem it requisite, to survey by any other of their officers or agents all and every the vessels employed and to be employed in the performance of this contract and of the hulls thereof and of the engines, machinery furniture tackle apparel stores and equipment of every such vessel and if any such vessel or any part thereof or any engines machinery furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such officers or agents unseaworthy or not adapted to the service of this contract or if such officers or agents shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of science the vessel which shall be disapproved of or in which such deficiency defect or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her Majesty's mails and despatches until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners and if employed before such defect or deficiency shall have been supplied or such alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners the said Samuel Cunard his executors or administrators shall pay to Her Majesty Her heirs and successors the sum of Five hundred pounds

That the said Samuel Cunard and all commanding and other officers of the vessels to be employed in the performance of this contract and all agents seamen and servants of the said Samuel Cunard shall at all times during the continuance of this contract punctually attend to the orders and directions of the said Commissioners or of any of their officers or agents as to the landing delivering and receiving Her Majesty's mails and despatches

And it is hereby agreed by and between the parties hereto that all and every the sums of money hereby stipulated to be paid by the said Samuel Cunard his executors or administrators 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 Commissioners or their agent each and every of such sums of money may be deducted and retained by the said Commissioners out of the monies payable to the said Samuel Cunard his executors or administrators under this contract or the payment thereof enforced with full costs of suit at the discretion of the said Commissioners

That the said Samuel Cunard his executors and administrators shall and will when and as often as in writing required so to do by the said Commissioners or by such naval or other officers or agents as may be authorized by them to act in that behalf (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) convey provide for and victual on board each and every or any of the vessels to be employed in the performance of this contract in addition to the naval officer or other person who may be in charge of Her Majesty's mails and despatches any number of officers in the navy army or civil service of Her Majesty not exceeding Two as chief-cabin passengers and any number not exceeding Two as fore-cabin passengers and any number of soldiers seamen or marines not exceeding Ten charging for such passengers the following sums only namely for each chief-cabin passenger from Liverpool to Halifax or from Halifax to Liverpool the sum of Thirty pounds for each fore-cabin passenger the sum of Fifteen pounds and for each soldier seaman or marine the sum of Four pounds and from Halifax to Boston or from Boston to Halifax also from Pictou to Quebec or from Quebec to Pictou for each chief-cabin passenger the sum of Five pounds for each fore-cabin passenger the sum of Three pounds and for each soldier seaman or marine the sum of Two pounds

And that the said Samuel Cunard his executors or administrators shall and will receive on board each and every of the said vessels employed in the performance of this contract any number of small packages containing astronomical instruments charts wearing apparel or other articles and convey the same to from and between all or any of the said ports or places to or from which Her Majesty's mails and despatches are to be conveyed in the performance of this contract when as and as often as directed by the said Commissioners or their secretary or agents duly authorized free from all costs and charges. And also shall and will receive on board each and every of the said vessels and convey to from and between all or any of the same ports or places any naval or other stores not exceeding Five tons in weight at any time at the usual rate of freight charged by the said Samuel Cunard for private goods on receiving from the said Commissioners or their secretary for the time being two days' previous notice of its being their intention to have such stores so conveyed

And the said Commissioners in consideration of the premises and of the said Samuel Cunard his executors and administrators and his and their officers servants and agents at all times during the continuance of this contract strictly and punctually performing the covenants and agreements hereby entered into by him the said Samuel Cunard do for and on behalf of Her Majesty Her heirs and successors agree with the said Samuel Cunard his executors and administrators that they the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the said Samuel Cunard his executors and administrators by bills at sight payable by Her Majesty's Paymaster-general a sum after the rate of Fifty-five thousand pounds per annum by quarterly payments and with a proportionate part thereof should this contract terminate on any other day than a day of quarterly payment

And it is hereby agreed and declared that this contract shall commence on the 1st day of June 1840 or if agreed between the parties hereto on such earlier day as they may mutually arrange and shall continue in force for Seven years from the commencement thereof and thenceforward until Twelve calendar months' notice in writing shall be given by either of the said parties to the other of them that the same shall determine and at the expiration of such notice this contract shall determine accordingly but not so as to prevent either of the said parties availing themselves of this contract for recovering any sum of money or damages should there have been any breach of the contract previously to the determination of the same

And it is hereby further agreed and provided that the said Samuel Cunard his executors or administrators shall not assign underlet or otherwise dispose of this contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach of this contract on the part of the said Samuel Cunard his executors or administrators it shall be lawful for the said Commissioners (if they think fit) by writing under their hands or under the hand of their secretary for the time being to determine this contract without any previous notice to the said Samuel Cunard his executors or administrators or his or their agents nor shall the said Samuel Cunard his executors or administrators be entitled to any compensation in consequence of such determination

And it is also agreed that the notices or directions which the said Commissioners or their secretary officers or other persons are hereby authorized and empowered to give to the said Samuel Cunard his executors or administrators officers servants or agents may at the option of the said Commissioners or their secretary officers or other persons be either delivered to the master or commander or other officer agent or servant of the said Samuel Cunard his executors or administrators in the charge or management of any vessel to be or while employed in the performance of this contract or be left for the said Samuel Cunard with his agent Mr. John Bromley Foord at No. 52 Old Broad-street London or at the last known place of business or abode of the said Samuel Cunard his executors or administrators And any notices or directions so given or left shall be as binding on the said Samuel Cunard his executors or administrators as if duly served upon or left with him or them

And in pursuance of the directions contained in a certain Act of Parliament made and 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" it is hereby expressly declared and agreed and these presents are upon this express condition and the said Samuel Cunard doth covenant for himself his heirs executors and administrators that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom

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 said Samuel Cunard are or ought to be observed performed fulfilled or kept the said Samuel Cunard doth hereby bind himself his heirs executors and administrators unto our Sovereign Lady the Queen in the sum of Fifteen thousand pounds of lawful British money to be paid to our said Lady the Queen her heirs and successors by the way of stipulated or ascertained damages agreed upon between the said Commissioners and the said Samuel Cunard (over and above such extra cost and expenses as hereinbefore mentioned) in case of the failure of the said Samuel Cunard in the due execution of this contract or any part thereof.

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

S. Cunard (L.S.)
S. John Brooke Pechell (L.S.)
Dalmeny (L.S.)

Signed sealed and delivered (being first duly stamped) in the presence of

J^{no} James

No. 6.

ARTICLES of AGREEMENT, dated 4 July 1839.

ARTICLES of AGREEMENT made this 4th day of July in the Year of our Lord 1839 between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland for and on behalf of Her Majesty of the one part and Samuel Cunard of Halifax in Nova Scotia Esquire of the other part

WITNESS that the said Samuel Cunard doth hereby for himself his heirs executors and administrators covenant promise and agree with and to the said Commissioners that he the said Samuel Cunard his executors and administrators shall and will during the continuance of this contract diligently faithfully and to the satisfaction of the said Commissioners for the time being and with all possible speed convey Her Majesty's mails and despatches twice in every calendar month from Liverpool in the county of Lancaster in that part of the United Kingdom called England to Halifax aforesaid and also twice in every calendar month

month from Halifax aforesaid to Liverpool aforesaid by means of a sufficient number of good substantial and efficient steam-vessels each of such vessels being supplied and furnished with engines of not less than Three hundred horses power And also will in like manner convey Her Majesty's mails and despatches twice in every calendar month to and from each of the under-mentioned places—viz.—from Halifax aforesaid to Boston in the United States from Boston aforesaid to Halifax aforesaid and when and as often as the river St. Lawrence is unobstructed by ice or navigable in the opinion of the naval officer or other person having the charge of Her Majesty's mails and despatches from Pictou in Nova Scotia to Quebec in Canada and from Quebec aforesaid to Pictou aforesaid by means of a sufficient number of good substantial and efficient steam-vessels each of such last mentioned vessels being supplied and furnished with engines of not less than One hundred and fifty horses power And that all the vessels to be and while employed in the performance of this contract shall be supplied and furnished with all necessary and proper apparel furniture stores tackle boats fuel and manned with competent officers and engineers and a sufficient crew of able seamen and other men to be in all respects as to vessels engines equipments and crew subject to the approval of the said Commissioners or such other person or persons as they shall from time to time appoint for that purpose

And that for the purpose of conveying such mails and despatches one of such vessels with engines of not less than Three hundred horses power and so equipped and manned shall twice in every calendar month during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed from Liverpool aforesaid without loss of time direct to Halifax aforesaid and another of such last-mentioned vessels shall also twice in every calendar month during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed without loss of time direct from Halifax aforesaid to Liverpool aforesaid with the said mails and despatches on board

That twice in every calendar month during the continuance of this contract as soon as possible after the arrival at Halifax of each successive vessel bringing the said mails and despatches from England one of such vessels of not less than One hundred and fifty horses power so equipped and manned as aforesaid shall without loss of time proceed direct to Boston aforesaid with the mails and despatches for that place on board where such last-mentioned vessel shall remain for the purpose of receiving any return mails but not so long as to run any risk of her not arriving at Halifax with such mails and despatches from Boston previously to the departure from Halifax of the vessel which ought next to convey such mails and despatches to England

And also that twice in every calendar month during the continuance of this contract as soon as possible after the arrival at Pictou aforesaid of Her Majesty's mails and despatches from Halifax one of such steam-vessels with engines of not less than One hundred and fifty horses power and so equipped and manned as aforesaid shall be in readiness to leave and shall forthwith proceed from Pictou without loss of time with the said mails and despatches on board direct to Quebec aforesaid where such vessel shall remain for the purpose of receiving any return mails not less than Twenty-four hours but not longer than will ensure her return to Pictou with Her Majesty's mails and despatches in time to allow such mails and despatches being put on board the steam-vessel which in performance of this contract ought next to leave Halifax with the first return mail for England.

That the said Commissioners for the time being shall be at liberty and have full power to appoint the day and hour for the said vessels originally leaving all the said places from whence the said mails and despatches are to be conveyed and from time to time on giving Three months' notice in writing under their hands or the hand of their secretary to the said Samuel Cunard his executors or administrators to alter as the said Commissioners may think fit the time of departure of all or any of the said vessels. It being nevertheless expressly understood that the said Commissioners or any one of their officers or agents shall be at liberty and have full power at any time during the continuance of this contract to direct that any one or more of such vessels so conveying Her Majesty's mails and despatches from any of the said ports or places shall delay her or their departure for any period not exceeding Twenty-four hours beyond the period which may have been previously fixed for the departure of such vessel or vessels and a letter addressed to the commander of the vessel so to be delayed shall be a sufficient authority for such detention.

That if at any time from stress of weather or other unavoidable circumstances the vessel conveying the said mails and despatches from Halifax aforesaid shall not be able in the opinion of the said naval officer or other person duly authorized by the said Commissioners to fetch the river Mersey at Liverpool aforesaid without considerable loss of time then and in every such case Her Majesty's mails and despatches with the officer or person having the charge thereof shall be landed at any of the under-mentioned places at the discretion of such naval officer or other person so authorized as aforesaid viz. Bristol Falmouth Plymouth Southampton Portsmouth Dover or Deal.

That the said Samuel Cunard his executors or administrators shall receive and allow to remain on board on all and each of the vessels to be employed in the performance of this contract while they are so employed and also while remaining at any of the said ports or places for return mails an officer in Her Majesty's navy or any other person to be appointed by the said Commissioners and also a servant of the said officer or other person as aforesaid if required and that every such officer or other person shall be recognized and considered by the said Samuel Cunard his executors or administrators and his and their officers agents and seamen as the agent of the said Commissioners in charge of Her Majesty's mails

and despatches, and as having full authority in all cases to require a due and strict execution of the conditions of this contract on the part of the said Samuel Cunard his executors or administrators his and their officers servants and agents and to determine every question whenever arising relative to proceeding to sea or putting into harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such officer or other person as aforesaid shall in each and every of such cases be final and binding on the said Samuel Cunard his executors or administrators unless the said Commissioners on appeal from the said Samuel Cunard his executors or administrators shall think proper to decide otherwise. That a suitable first-rate cabin with appropriate bed bedding and furniture shall at the cost of the said Samuel Cunard his executors or administrators be provided and appropriated by the said Samuel Cunard for and to the exclusive use and for the sole accommodation of each and every of such naval officers or other persons authorized as aforesaid and also a proper and convenient place of deposit on board under lock and key for Her Majesty's mails and despatches and that each and every of the said officers or other persons as aforesaid shall be victualled by the said Samuel Cunard his executors or administrators as a chief cabin passenger without any charge being made either for his passage or victualling and that should all or any of such officers or other persons require a servant such servant shall be also provided with a proper and suitable berth and be victualled by and at the cost of the said Samuel Cunard his executors or administrators without any charge being made for the same. And that if the said Commissioners shall at any time during the continuance of this contract think fit to entrust the charge and custody of Her Majesty's mails and despatches to the commander or commanders of all or any of the vessels to be employed in the performance of this contract between Halifax and Boston or Pictou and Quebec or any of them or between any of the ports and places herein mentioned that such commander or commanders shall take due care thereof and shall make the usual declarations required or which may be required by Her Majesty's Postmaster-general in such or similar cases and such commander or commanders having the charge of such mails and despatches shall immediately on the arrival at any of the said ports and places of any vessel so conveying the said mails and despatches himself deliver the said mails and despatches into the hands of the postmaster of the port or place where such mails and despatches are to be delivered or into the hands of such other person as the said Commissioners shall direct and authorize to receive the same.

That at each and every of the said ports or places where Her Majesty's mails and despatches may be delivered or received the said naval officer or such other person having or authorized to have the charge of the said mails and despatches shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the steam-vessel employed for the time being in the performance of this contract together with or (if such officer or person considers requisite) without Her Majesty's mails and despatches in a suitable boat of not less than four oars to be provided and properly manned and equipped by the said Samuel Cunard and that the directions of the said naval officer or of such other person having or authorized to have the charge of the said mails and despatches shall in all cases be obeyed as to the mode of receipt and delivery of the said mails and despatches.

That if any vessel having Her Majesty's mails and despatches on board shall stop linger or deviate from the direct course on her voyage or shall delay starting at exact time or shall put back into port after starting without the sanction in each and every case of such officer or other person authorized to have the charge of the said mails and despatches as aforesaid then and in each and every of such cases and as often as the same shall happen the said Samuel Cunard his executors or administrators shall and will pay unto Her Majesty Her heirs and successors the sum of One hundred pounds and that if a vessel which ought to leave Liverpool for Halifax or Halifax for England in the performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the said Samuel Cunard his executors or administrators shall and will so often as any such omission shall happen pay unto Her Majesty Her heirs and successors the sum of Five hundred pounds and also the further sum of Five hundred 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. And that if a vessel with engines of not less than One hundred and fifty horses power which ought to leave Halifax Boston Pictou or Quebec in performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the said Samuel Cunard his executors or administrators shall and will so often as any such omission may occur pay unto Her Majesty Her heirs and successors the sum of Two hundred pounds and also the further sum of Two hundred 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.

That the said Samuel Cunard his executors or administrators shall and will at all times during the continuance of this contract at his and their cost provide and keep seaworthy and in complete repair a sufficient number (not less than Four) of good substantial and efficient steam-vessels of not less than Three hundred horses power each and in like manner a sufficient number of good substantial and efficient steam-vessels of not less than One hundred and fifty horses power each for the service hereby agreed to be performed by him and at the like costs adequately provide and furnish all and every of the vessels to be and while employed in the performance of this contract with all tackle stores oil tallow fuel provisions machinery engines anchors cables two efficient boats fire-pumps and all other proper and requisite means for extinguishing fire and all other furniture and apparel and whatsoever

ever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the said service.

That the said Samuel Cunard his executors or administrators shall and will from time to time and at all times during the continuance of this contract make such alterations or improvements in the construction equipments or machinery of the said vessels which shall be used by him or them in the performance of this contract as the advanced state of science may suggest and the said Commissioners may direct

That any naval officer or other person authorized to have the charge of Her Majesty's mails and despatches shall either alone or with such other persons as he may consider necessary have full power and authority whenever and as often as he may deem it requisite to examine and survey in such manner as he may think proper all and every or any of the vessels employed or to be employed in the performance of this contract and the hulls machinery and equipments thereof on his giving notice in writing to the commander for the time being of the vessel about to be examined of such his intention and if any defect or deficiency be ascertained and notice thereof in writing be given to the master or commander of the vessel in which such deficiency or defect may be found and if the said master or commander shall not immediately or as soon as possible thereupon remedy replace or effectively repair the same he the said Samuel Cunard his executors or administrators shall in every such case pay to Her Majesty Her heirs and successors the sum of One hundred pounds but the payment of such penalty shall not in any wise release or discharge the said Samuel Cunard his executors or administrators from remedying replacing or effectively repairing such deficiency or defect And that the said Commissioners shall also have full power and be at liberty whenever and as often as they may deem it requisite to survey by any other of their officers or agents all and every the vessels employed and to be employed in the performance of this contract and of the hulls thereof and of the engines machinery furniture tackle apparel stores and equipment of every such vessel and if any such vessel or any part thereof or any engines machinery furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such officers or agents unseaworthy or not adapted to the service of this contract or if such officers or agents shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of science the vessel which shall be disapproved of or in which such deficiency defect or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her mails and despatches until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners and if employed before such defect or deficiency shall have been supplied or such alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners the said Samuel Cunard his executors or administrators shall pay to Her Majesty Her heirs and successors the sum of Five hundred pounds

That the said Samuel Cunard and all commanding and other officers of the vessels to be employed in the performance of this contract and all agents seamen and servants of the said Samuel Cunard shall at all times during the continuance of this contract punctually attend to the orders and directions of the said Commissioners or of any of their officers or agents as to the landing delivering and receiving Her Majesty's mails and despatches

And it is hereby agreed by and between the parties hereto that all and every the sums of money hereby stipulated to be paid by the said Samuel Cunard his executors or administrators 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 Commissioners or their agent each and every of such sums of money may be deducted and retained by the said Commissioners out of the monies payable to the said Samuel Cunard his executors or administrators under this contract or the payment thereof enforced with full costs of suit at the discretion of the said Commissioners

That the said Samuel Cunard his executors and administrators shall and will when and as often as in writing required so to do by the said Commissioners or by such naval or other officers or agents as may be authorized by them to act in that behalf (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) convey provide for and victual on board each and every or any of the vessels to be employed in the performance of this contract in addition to the naval officer or other person who may be in charge of Her Majesty's mails and despatches any number of officers in the navy army or civil service of Her Majesty not exceeding Two as chief-cabin passengers and any number not exceeding Two as fore-cabin passengers and any number of soldiers seamen or marines not exceeding Ten charging for such passengers the following sums only; namely for each chief-cabin passenger from Liverpool to Halifax or from Halifax to Liverpool the sum of Thirty pounds for each fore-cabin passenger the sum of Fifteen pounds and for each soldier seaman or marine the sum of Four pounds and from Halifax to Boston or from Boston to Halifax also from Pictou to Quebec or from Quebec to Pictou for each chief-cabin passenger the sum of Five pounds for each fore-cabin passenger the sum of Three pounds and for each soldier seaman or marine the sum of Two pounds

And that the said Samuel Cunard his executors or administrators shall and will receive on board each and every of the said vessels employed in the performance of this contract any number of small packages containing astronomical instruments charts wearing apparel

or other articles and convey the same to from and between all or any of the said ports or places to or from which Her Majesty's mails and despatches are to be conveyed in the performance of this contract when as and as often as directed by the said Commissioners or their secretary or agents duly authorized free from all costs and charges And also shall and will receive on board each and every of the said vessels and convey to from and between all or any of the same ports or places any naval or other stores not exceeding Five tons in weight at any time at the usual rate of freight charged by the said Samuel Cunard for private goods on receiving from the said Commissioners or their secretary for the time being two days' previous notice of its being their intention to have such stores so conveyed

And the said Commissioners in consideration of the premises and of the said Samuel Cunard his executors and administrators and his and their officers servants and agents at all times during the continuance of this contract strictly and punctually performing the covenants and agreements hereby entered into by him the said Samuel Cunard do for and on behalf of Her Majesty Her heirs and successors agree with the said Samuel Cunard his executors and administrators that they the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the said Samuel Cunard his executors and administrators by bills at sight payable by Her Majesty's Paymaster-general a sum after the rate of £. 60,000 per annum by quarterly payments and with a proportionate part thereof should this contract terminate on any other day than a day of quarterly payment

And it is hereby agreed and declared that this contract shall commence on the 1st day of June 1840 or if agreed between the parties hereto on such earlier day as they may mutually arrange and shall continue in force for Seven years from the commencement thereof and thenceforward until Twelve calendar months' notice in writing shall be given by either of the said parties to the other of them that the same shall determine and at the expiration of such notice this contract shall determine accordingly but not so as to prevent either of the said parties availing themselves of this contract for recovering any sum of money or damages should there have been any breach of the contract previously to the determination of the same

And it is hereby further agreed and provided that the said Samuel Cunard his executors or administrators shall not assign underlet or otherwise dispose of this contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach of this contract on the part of the said Samuel Cunard his executors or administrators it shall be lawful for the said Commissioners (if they think fit) by writing under their hands or under the hand of their secretary for the time being to determine this contract without any previous notice to the said Samuel Cunard his executors or administrators or his or their agents nor shall the said Samuel Cunard his executors or administrators be entitled to any compensation in consequence of such determination

And it is also agreed that the notices or directions which the said Commissioners or their secretary officers or other persons are hereby authorized and empowered to give to the said Samuel Cunard his executors or administrators officers servants or agents may at the option of the said Commissioners or their secretary officers or other persons be either delivered to the master or commander or other officer agent or servant of the said Samuel Cunard his executors or administrators in the charge or management of any vessel to be or while employed in the performance of this contract or be left for the said Samuel Cunard with his agent Mr. John Bromley Foord at No. 52 Old Broad-street London or at the last known place of business or abode of the said Samuel Cunard his executors or administrators And any notices or directions so given or left shall be as binding on the said Samuel Cunard his executors or administrators as if duly served upon or left with him or them

And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22d 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" it is hereby expressly declared and agreed and these presents are upon this express condition and the said Samuel Cunard doth covenant for himself his heirs executors and administrators that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom

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 said Samuel Cunard are or ought to be observed performed fulfilled or kept the said Samuel Cunard doth hereby bind himself his heirs executors and administrators unto our Sovereign Lady the Queen in the sum of £. 15,000 of lawful British money to be paid to our said Lady the Queen Her heirs and successors by the way of stipulated or ascertained damages agreed upon between the said Commissioners and the said Samuel Cunard (over and above such extra cost and expenses as hereinbefore mentioned) in case of the failure of the said Samuel Cunard in the due execution of this Contract or any part thereof

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

T. Troubridge (L.S.)
Dulmeny (L.S.)
S. Cunard (L.S.)

Signed sealed and delivered (being first duly stamped) in the presence of

John James.

No. 7.

ARTICLES of AGREEMENT, dated 19 June 1840.

ARTICLES of AGREEMENT made this 19th day of June in the year of our Lord 1840 between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland for and on behalf of Her Majesty of the one part and *Samuel Cunard* of Halifax in Nova Scotia Esquire *George Burns* of Glasgow in that part of Great Britain called Scotland Merchant and *David Mac Iver* of Glasgow aforesaid Merchant of the other part

WITNESS that the said Samuel Cunard George Burns and David Mac Iver do hereby for themselves their heirs executors and administrators covenant promise and agree with and to the said Commissioners that they the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will during the continuance of this contract diligently faithfully and to the satisfaction of the said Commissioners for the time being and with all possible speed convey Her Majesty's mails and despatches twice in every calendar month from Liverpool in the county of Lancaster in that part of the United Kingdom called England to Halifax aforesaid and also twice in every calendar month from Halifax aforesaid to Liverpool aforesaid by means of a sufficient number of good substantial and efficient steam-vessels each of such vessels being supplied and furnished with engines of not less than Three hundred horses power And also will in like manner convey Her Majesty's mails and despatches twice in every calendar month to and from each of the under-mentioned places—viz.—from Halifax aforesaid to Boston in the United States from Boston aforesaid to Halifax aforesaid and when and as often as the River St. Lawrence is unobstructed by ice or navigable in the opinion of the naval officer or other person having the charge of Her Majesty's mails and despatches from Pictou in Nova Scotia to Quebec in Canada and from Quebec aforesaid to Pictou aforesaid by means of a sufficient number of good substantial and efficient steam-vessels each of such last-mentioned vessels being supplied and furnished with engines of not less than One hundred and fifty horses power And that all the vessels to be and while employed in the performance of this contract shall be supplied and furnished with all necessary and proper apparel furniture stores tackle boats fuel and manned with competent officers and engineers and a sufficient crew of able seamen and other men to be in all respects as to vessels engines equipments and crew subject to the approval of the said Commissioners or such other person or persons as they shall from time to time appoint for that purpose

And that for the purpose of conveying such mails and despatches one of such vessels with engines of not less than Three hundred horses power and so equipped and manned shall twice in every calendar month during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed from Liverpool aforesaid without loss of time direct to Halifax aforesaid and another of such last-mentioned vessels shall also twice in every calendar month during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed without loss of time direct from Halifax aforesaid to Liverpool aforesaid with the said mails and despatches on board

That twice in every calendar month during the continuance of this contract as soon as possible after the arrival at Halifax of each successive vessel bringing the said mails and despatches from England one of such vessels of not less than One hundred and fifty horses power so equipped and manned as aforesaid shall without loss of time proceed direct to Boston aforesaid with the mails and despatches for that place on board where such last-mentioned vessel shall remain for the purpose of receiving any return mails but not so long as to run any risk of her not arriving at Halifax with such mails and despatches from Boston previously to the departure from Halifax of the vessel which ought next to convey such mails and despatches to England

And also that twice in every calendar month during the continuance of this contract as soon as possible after the arrival at Pictou aforesaid of Her Majesty's mails and despatches from Halifax one of such steam-vessels with engines of not less than One hundred and fifty horses power and so equipped and manned as aforesaid shall be in readiness to leave and shall forthwith proceed from Pictou without loss of time with the said mails and despatches on board direct to Quebec aforesaid where such vessel shall remain for the purpose of receiving any return mails not less than Twenty-four hours but not longer than will ensure her return to Pictou with Her Majesty's mails and despatches in time to allow such mails and despatches being put on board the steam-vessel which in performance of this contract ought next to leave Halifax with the first return mail for England

That the said Commissioners for the time being shall be at liberty and have full power to appoint the day and hour for the said vessels originally leaving all the said places from whence the said mails and despatches are to be conveyed and from time to time on giving Three months' notice in writing under their hands or the hand of their secretary to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators to alter as the said Commissioners may think fit the time of departure of all or any of the said vessels It being nevertheless expressly understood that the said Commissioners or any one of their officers or agents shall be at liberty and have full power at any time during the continuance of this contract to direct that any one or more of such vessels so conveying Her Majesty's mails and despatches from any of the said ports or places shall delay her or their departure for any period not exceeding Twenty-four hours beyond the period which may have

been previously fixed for the departure of such vessel or vessels and a letter addressed to the commander of the vessel so to be delayed shall be a sufficient authority for such detention

That if at any time from stress of weather or other unavoidable circumstances the vessel conveying the said mails and despatches from Halifax aforesaid shall not be able in the opinion of the said naval officer or other person duly authorized by the said Commissioners to fetch the River Mersey at Liverpool aforesaid without considerable loss of time then and in every such case Her Majesty's mails and despatches with the officer or person having the charge thereof shall be landed at any of the under-mentioned places at the discretion of such naval officer or other person so authorized as aforesaid namely Bristol Falmouth Plymouth Southampton Portsmouth Dover or Deal

That the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall receive and allow to remain on board on all and each of the vessels to be employed in the performance of this contract while they are so employed and also while remaining at any of the said ports or places for return mails an officer in Her Majesty's Navy or any other person to be appointed by the said Commissioners and also a servant of the said officer or other person as aforesaid if required and that every such officer or other person shall be recognized and considered by the said Samuel Cunard George Burns and David Mac Iver their executors or administrators and their officers agents and seamen as the agent of the said Commissioners in charge of Her Majesty's mails and despatches and as having full authority in all cases to require a due and strict execution of the conditions of this contract on the part of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators their officers servants and agents and to determine every question whenever arising relative to proceeding to sea or putting into harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such officer or other person as aforesaid shall in each and every of such cases be final and binding on the said Samuel Cunard George Burns and David Mac Iver their executors or administrators unless the said Commissioners on appeal from the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall think proper to decide otherwise That a suitable first-rate cabin with appropriate bed bedding and furniture shall at the cost of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators be provided and appropriated by the said Samuel Cunard George Burns and David Mac Iver for and to the exclusive use and for the sole accommodation of each and every of such naval officers or other persons authorized as aforesaid and also a proper and convenient place of deposit on board under lock and key for Her Majesty's mails and despatches and that each and every of the said officers or other persons as aforesaid shall be victualled by the said Samuel Cunard George Burns and David Mac Iver their executors or administrators as a chief-cabin passenger without any charge being made either for his passage or victualling and that should all or any of such officers or other persons require a servant such servant shall be also provided with a proper and suitable berth and be victualled by and at the cost of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators without any charge being made for the same And that if the said Commissioners shall at any time during the continuance of this contract think fit to entrust the charge and custody of Her Majesty's mails and despatches to the commander or commanders of all or any of the vessels to be employed in the performance of this contract between Halifax and Boston or Pictou and Quebec or any of them or between any of the ports and places herein mentioned that such commander or commanders shall take due care thereof and shall make the usual declarations required or which may be required by Her Majesty's Postmaster-general in such or similar cases and such commander or commanders having the charge of such mails and despatches shall immediately on the arrival at any of the said ports and places of any vessel so conveying the said mails and despatches himself deliver the said mails and despatches into the hands of the postmaster of the port or place where such mails and despatches are to be delivered or into the hands of such other person as the said Commissioners shall direct and authorize to receive the same

That at each and every of the said ports or places where Her Majesty's mails and despatches may be delivered or received the said naval officer or such other person having or authorized to have the charge of the said mails and despatches shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the steam-vessel employed for the time being in the performance of this contract together with or (if such officer or person considers requisite) without Her Majesty's mails and despatches in a suitable boat of not less than four oars to be provided and properly manned and equipped by the said Samuel Cunard George Burns and David Mac Iver and that the directions of the said naval officer or of such other person having or authorized to have the charge of the said mails and despatches shall in all cases be obeyed as to the mode of receipt and delivery of the said mails and despatches

That if any vessel having Her Majesty's mails and despatches on board shall stop linger or deviate from the direct course on her voyage or shall delay starting at exact time or shall put back into port after starting without the sanction in each and every case of such officer or other person authorized to have the charge of the said mails and despatches as aforesaid then and in each and every of such cases and as often as the same shall happen the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will pay unto Her Majesty Her heirs and successors the sum of One hundred pounds and that if a vessel which ought to leave Liverpool for Halifax or Halifax for England in the performance

performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will so often as any such omission shall happen pay unto Her Majesty Her heirs and successors the sum of Five hundred pounds and also the further sum of Five hundred 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. And that if a vessel with engines of not less than One hundred and fifty horses power which ought to leave Halifax Boston Pictou or Quebec in performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will so often as any such omission may occur pay unto Her Majesty Her heirs and successors the sum of Two hundred pounds and also the further sum of Two hundred 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.

That the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will at all times during the continuance of this contract at their cost provide and keep seaworthy and in complete repair a sufficient number (not less than Four) of good substantial and efficient steam-vessels of not less than Three hundred horses power each and in like manner a sufficient number of good substantial and efficient steam-vessels of not less than One hundred and fifty horses power each for the service hereby agreed to be performed by them and at the like costs adequately provide and furnish all and every of the vessels to be and while employed in the performance of this contract with all tackle stores oil tallow fuel provisions machinery engines anchors cables two efficient boats fire-pumps and all other proper and requisite means for extinguishing fire and all other furniture and apparel and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the said service.

That the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will from time to time and at all times during the continuance of this contract make such alterations or improvements in the construction equipments or machinery of the said vessels which shall be used by them in the performance of this contract as the advanced state of science may suggest and the said Commissioners may direct.

That any naval officer or other person authorized to have the charge of Her Majesty's mails and despatches shall either alone or with such other persons as he may consider necessary have full power and authority whenever and as often as he may deem it requisite to examine and survey in such manner as he may think proper all and every or any of the vessels employed or to be employed in the performance of this contract and the hulls machinery and equipments thereof on his giving notice in writing to the commander for the time being of the vessel about to be examined of such his intention and if any defect or deficiency be ascertained and notice thereof in writing be given to the master or commander of the vessel in which such deficiency or defect may be found and if the said master or commander shall not immediately or as soon as possible thereupon remedy replace or effectively repair the same they the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall in every such case pay to Her Majesty Her heirs and successors the sum of One hundred pounds but the payment of such penalty shall not in anywise release or discharge the said Samuel Cunard George Burns and David Mac Iver their executors or administrators from remedying replacing or effectively repairing such deficiency or defect and that the said Commissioners shall also have full power and be at liberty whenever and as often as they may deem it requisite to survey by any other of their officers or agents all and every the vessels employed and to be employed in the performance of this contract and of the hulls thereof and of the engines machinery furniture tackle apparel stores and equipments of every such vessel and if any such vessel or any part thereof or any engines machinery furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such officers or agents unseaworthy or not adapted to the service of this contract or if such officers or agents shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of science the vessel which shall be disapproved of or in which such deficiency defect or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her Majesty's mails and despatches until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners and if employed before such defect or deficiency shall have been supplied or such alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall pay to Her Majesty Her heirs and successors the sum of Five hundred pounds.

That the said Samuel Cunard George Burns and David Mac Iver and all commanding and other officers of the vessels to be employed in the performance of this contract and all agents seamen and servants of the said Samuel Cunard George Burns and David Mac Iver shall at all times during the continuance of this contract punctually attend to the orders and directions of the said Commissioners or of any of their officers or agents as to the landing delivering and receiving Her Majesty's mails and despatches.

And it is hereby agreed by and between the parties hereto that all and every the sums of money hereby stipulated to be paid by the said Samuel Cunard George Burns and David Mac Iver their executors or administrators unto Her Majesty Her heirs and successors shall be considered

dered 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 Commissioners or their agent each and every of such sums of money may be deducted and retained by the said Commissioners out of the monies payable to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators under this contract or the payment thereof enforced with full costs of suit at the discretion of the said Commissioners

That the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will when and as often as in writing required so to do by the said Commissioners or by such naval or other officers or agents as may be authorized by them to act in that behalf (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) convey provide for and victual on board each and every or any of the vessels to be employed in the performance of this contract in addition to the naval officer or other person who may be in charge of Her Majesty's mails and despatches any number of officers in the navy army or civil service of Her Majesty not exceeding Two as chief-cabin passengers and any number not exceeding Two as fore-cabin passengers and any number of soldiers seamen or marines not exceeding Ten charging for such passengers the following sums only namely for each chief-cabin passenger from Liverpool to Halifax or from Halifax to Liverpool the sum of Thirty pounds for each fore-cabin passenger the sum of Fifteen pounds and for each soldier seaman or marine the sum of Four pounds and from Halifax to Boston or from Boston to Halifax also from Pictou to Quebec or from Quebec to Pictou for each chief-cabin passenger the sum of Five pounds for each fore-cabin passenger the sum of Three pounds and for each soldier seaman or marine the sum of Two pounds

And that the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will receive on board each and every of the said vessels employed in the performance of this contract any number of small packages containing astronomical instruments charts wearing apparel or other articles and convey the same to from and between all or any of the said ports or places to or from which Her Majesty's mails and despatches are to be conveyed in the performance of this contract when and as often as directed by the said Commissioners or their secretary or agents duly authorized free from all costs and charges And also shall and will receive on board each and every of the said vessels and convey to from and between all or any of the same ports or places any naval or other stores not exceeding Five tons in weight at any time at the usual rate of freight charged by the said Samuel Cunard George Burns and David Mac Iver for private goods on receiving from the said Commissioners or their secretary for the time being two days' previous notice of its being their intention to have such stores so conveyed

And the said Commissioners in consideration of the premises and of the said Samuel Cunard George Burns and David Mac Iver their executors and administrators and their officers servants and agents at all times during the continuance of this contract strictly and punctually performing the covenants and agreements hereby entered into by them the said Samuel Cunard George Burns and David Mac Iver do for and on behalf of Her Majesty Her heirs and successors agree with the said Samuel Cunard George Burns and David Mac Iver their executors and administrators that they the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the said Samuel Cunard George Burns and David Mac Iver their executors and administrators by bills at sight payable by Her Majesty's Paymaster-general a sum after the rate of Sixty thousand pounds per annum by quarterly payments and with a proportionate part thereof should this contract terminate on any other day than a day of quarterly payment

And it is hereby agreed and declared that this contract shall commence on the 1st day of July 1840 and shall continue in force for Seven years from the commencement thereof and thenceforward until Twelve calendar months' notice in writing shall be given by either of the said parties to the other of them that the same shall determine and at the expiration of such notice this contract shall determine accordingly but not so as to prevent either of the said parties availing themselves of this contract for recovering any sum of money or damages should there have been any breach of the contract previously to the determination of the same

And it is hereby further agreed and provided that the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall not assign underlet or otherwise dispose of this contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach of this contract on the part of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators it shall be lawful for the said Commissioners (if they think fit) by writing under their hands or under the hand of their secretary for the time being to determine this contract without any previous notice to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators or their agents nor shall the said Samuel Cunard George Burns and David Mac Iver their executors or administrators be entitled to any compensation in consequence of such determination

And it is also agreed that the notices or directions which the said Commissioners or their secretary officers or other persons are hereby authorized and empowered to give to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators officers servants or agents may at the option of the said Commissioners or their secretary officers or other persons be either delivered to the master or commander or other officer agent or servant of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators in the charge or management of any vessel to be or while employed in the performance

ance of this contract or be left for the said Samuel Cunard George Burns and David Mac Iver with their agent Mr. John Bromley Foord at No. 52 Old Broad Street London or at the last known place of business or abode either of the said Samuel Cunard or George Burns or David Mac Iver their executors or administrators And any notices or directions so given or left shall be as binding on the said Samuel Cunard George Burns and David Mac Iver their executors or administrators as if duly served upon or left with them

And in pursuance of the directions contained in a certain Act of Parliament made and 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" it is hereby expressly declared and agreed and these presents are upon this express condition and the said Samuel Cunard George Burns and David Mac Iver do covenant for themselves their heirs executors and administrators that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom

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 said Samuel Cunard George Burns and David Mac Iver are or ought to be observed performed fulfilled or kept the said Samuel Cunard George Burns and David Mac Iver do hereby bind themselves their heirs executors and administrators unto our Sovereign Lady the Queen in the sum of Fifteen thousand pounds of lawful British money to be paid to our said Lady the Queen Her heirs and successors by the way of stipulated or ascertained damages agreed upon between the said Commissioners and the said Samuel Cunard George Burns and David Mac Iver (over and above such extra cost and expenses as hereinbefore mentioned) in case of the failure of the said Samuel Cunard George Burns and David Mac Iver in the due execution of this contract or any part thereof

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

S. Cunard (L.S.)
George Burns (L.S.)
David Mac Iver (L.S.)
T. Troubridge (L.S.)
Dalmeny (L.S.)

Signed sealed and delivered by the said Samuel Cunard and the said Commissioners (being first duly stamped) in the presence of

J^{no} James.

Signed sealed and delivered by the said George Burns and David Mac Iver in the presence of

D. V. McMurdo,
 Collector of Customs Glasgow.

No. 8.

ARTICLES of AGREEMENT, dated 28 August 1841.

ARTICLES of AGREEMENT made this 28th day of August in the year of our Lord 1841 between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland for and on behalf of Her Majesty of the one part and *Samuel Cunard* of Halifax in Nova Scotia Merchant *George Burns* of Glasgow in that part of Great Britain called Scotland Merchant and *David Mac Iver* of Liverpool in the County Palatine of Lancaster Merchant of the other part

WITNESS that the said Samuel Cunard George Burns and David Mac Iver do hereby for themselves their heirs executors and administrators covenant promise and agree with and to the said Commissioners that they the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will during the continuance of this contract diligently faithfully and to the satisfaction of the said Commissioners for the time being and with all possible speed convey Her Majesty's mails (in which term of "Her Majesty's Mails" all despatches and bags of letters are intended to be comprised) which shall at any time and from time to time by the said Commissioners or Her Majesty's Postmaster-general or any of the officers or agents of the said Commissioners or Postmaster-general be required to be conveyed twice in each and every of the following months in every year namely April May June July August September October and November and once in every of the four following months in every year namely December January February and March from Liverpool aforesaid to Halifax aforesaid and also twice in each and every of the following months in every year namely May June July August September October November and December and once in every of the four following months in every year namely January February March and April from Halifax aforesaid to Liverpool aforesaid by means of a sufficient number of good substantial and efficient steam-vessels each of such vessels being supplied and furnished with engines of not less than Four hundred horses power And also as soon and as often as the vessel arrives at Halifax from England with Her

Mails to be conveyed with all possible speed.

Twice a month during April to November inclusive and once in each of the four other months from Liverpool to Halifax and also twice a month during May and the seven following months and once in each of the four other months from Halifax to Liverpool.

By sufficient steam-vessels with engines of not less than 400 horse power.

From Halifax to Boston and twice in May and the following seven months and once in the four other months from Boston to Halifax and twice in May and the five following months from Pictou in Nova Scotia to Quebec and from Quebec to Pictou by steam-vessels of not less than 150 horses power.

The vessels to be provided with all necessary stores and manned with competent officers including a surgeon and a sufficient crew.

Vessels to sail at times to be appointed by the Admiralty.

Times for sailing from Halifax to Boston Pictou and Quebec and for remaining at those places and returning.

Power to the Commissioners and their Agents to delay the departure.

In case of stress of weather Naval Officers may give directions.

Majesty's mails on board will in like manner convey Her Majesty's mails from Halifax to Boston in the United States and twice in each of the following months in every year namely May June July August September October November and December and once in every of the four following months in every year namely January February March and April convey Her Majesty's mails from Boston to Halifax and twice in each of the months of May June July August September and October in every year convey Her Majesty's mails from Pictou in Nova Scotia to Quebec in Canada and from Quebec aforesaid to Pictou aforesaid by means of a sufficient number of good substantial and efficient steam-vessels each of such last-mentioned vessels being supplied and furnished with engines of not less than One hundred and fifty horses power And that all the vessels to be and while employed in the performance of this contract shall be supplied and furnished with all necessary and proper furniture stores and apparel and manned with competent officers including a surgeon for each of the larger vessels and engineers and a sufficient crew of able seamen and other men to be in all respects as to vessels engines equipments and crew subject to the approval of the said Commissioners or such other person or persons as they shall from time to time appoint for that purpose and the surgeons to be also subject to the approval of the Inspector-general of Naval Hospitals and Fleets And that for the purpose of conveying Her Majesty's mails one of such vessels with engines of not less than Four hundred horses power and so equipped and manned shall twice in every of the said eight months named in that behalf and once in every of the said four months named in that behalf during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed from Liverpool aforesaid without loss of time direct to Halifax aforesaid and another of such last-mentioned vessels shall also twice in every of the said eight months named in that behalf and once in every of the said four months named in that behalf during the continuance of this contract on such day and at such hour as the said Commissioners shall appoint proceed without loss of time direct from Halifax aforesaid to Liverpool aforesaid with Her Majesty's mails on board That as soon and as often as the vessel shall arrive at Halifax from England with Her Majesty's mails on board one of such vessels of not less than One hundred and fifty horses power so equipped and manned as aforesaid shall proceed direct to Boston aforesaid with her Majesty's mails for that place on board where such last-mentioned vessel shall remain for the purpose of receiving any return mails but not so long as to run any risk of her not arriving at Halifax with the mails from Boston previously to the departure from Halifax of the vessel which ought next to convey Her Majesty's mails to England And also that twice in each of the months of May June July August September and October in every year during the continuance of this contract as soon as possible after the arrival at Pictou aforesaid of Her Majesty's mails from Halifax one of such steam-vessels with engines of not less than One hundred and fifty horses power and so equipped and manned as aforesaid shall be in readiness to leave and shall proceed from Pictou with Her Majesty's mails on board direct to Quebec aforesaid where such vessel shall remain for the purpose of receiving any return mails not less than Twenty-four hours but not longer than will ensure her return to Pictou with Her Majesty's mails in time to allow such mails being put on board the steam-vessel which in performance of this contract ought next to leave Halifax with the first return mail for England That the said Commissioners for the time being shall be at liberty and have full power to appoint the day and hour for the said vessels originally leaving all the said places from whence the said mails are to be conveyed and from time to time on giving Three months notice in writing under their hands or the hand of their secretary to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators to alter as the said Commissioners may think fit the time of the departure of all or any of the said vessels It being nevertheless expressly understood that the said Commissioners or any of their officers or agents shall be at liberty and have full power at any time during the continuance of this contract to direct that any one or more of such vessels so conveying Her Majesty's mails from any of the said ports or places shall delay her or their departure for any period not exceeding Twenty-four hours beyond the period which may have been previously fixed for the departure of such vessel or vessels and a letter addressed to the commander of the vessel so to be delayed shall be a sufficient authority for such detention

That if at any time from stress of weather or other unavoidable circumstances the vessel conveying the said mails from Halifax aforesaid shall not in the opinion of the naval officer or other person duly authorized by the said Commissioners to have the charge of the mails on board be able to fetch the River Mersey at Liverpool aforesaid without considerable loss of time Then and in every such case Her Majesty's mails with the officer or person having the charge thereof shall be landed at any of the undermentioned places at the discretion of such naval officer or other person so authorized as aforesaid namely Bristol Falmouth Plymouth Southampton Portsmouth Dover or Deal That the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall receive and allow to remain on board on all and each of the vessels to be employed in the performance of this contract while they are so employed and also while remaining at any of the said ports or places for return mails an officer in Her Majesty's navy or any other person to be appointed by the said Commissioners and also a servant of the said officer or other person as aforesaid if required and that every such officer or other person shall be recognized and considered by the said Samuel Cunard George Burns and David Mac Iver their executors and administrators and their officers agents and seamen as the agent of the said Commissioners in charge of Her Majesty's mails and as having full authority in all cases to require

a due

a due and strict execution of the conditions of this contract on the part of the said Samuel Cunard George Burns and David Mac Iver their executors and administrators their officers servants and agents and to determine every question whenever arising relative to proceeding to sea or putting into harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such officer or other person as aforesaid shall in each and every of such cases be final and binding on the said Samuel Cunard George Burns and David Mac Iver their executors and administrators unless the said Commissioners on appeal from the said Samuel Cunard George Burns and David Mac Iver their executors or administrator shall think proper to decide otherwise That a suitable first-rate cabin with appropriate bed bedding and furniture shall at the cost of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators be provided and appropriated by the said Samuel Cunard George Burns and David Mac Iver for and to the exclusive use and for the sole accommodation of each and every of such naval officers or other persons authorized as aforesaid and also a proper and convenient place of deposit on board under lock and key for Her Majesty's mails and that each and every of the said officers or other persons as aforesaid shall be victualled by the said Samuel Cunard George Burns and David Mac Iver their executors and administrators as a chief-cabin passenger without any charge being made either for his passage or victualling and that should all or any of such officers or other persons require a servant such servant shall be also provided with a proper and suitable berth and be victualled by and at the cost of the said Samuel Cunard George Burns and David Mac Iver their executors and administrators without any charge being made for the same And that if the said Commissioners shall at any time during the continuance of this contract think fit to entrust the charge and custody of Her Majesty's mails to the commander or commanders of all or any of the vessels to be employed in the performance of this contract between Halifax and Boston or Pictou and Quebec or any of them or between any of the ports and places herein mentioned that such commander or commanders shall take due care thereof 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 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 Commissioners shall direct and authorize to receive the same

Cabin to be provided for Naval Officers free of charge.

If the Commissioners shall entrust the charge of the mails to the Commanders of any of the vessels employed between Halifax Boston &c. such Commander shall take due care thereof.

That at each and every of the said ports or places where Her Majesty's mails may be delivered or received the said naval officer or such other person having or authorized to have the charge of the said mails shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the steam-vessel employed for the time being in the performance of this contract together with or (if such officer or person considers requisite) without Her Majesty's mails in a suitable boat of not less than four oars to be provided and properly manned and equipped by the said Samuel Cunard George Burns and David Mac Iver and that the directions of the said naval officer or of such other person having or authorized to have the charge of the said mails shall in all cases be obeyed as to the mode of receipt and delivery of the said mails

Naval officers to be conveyed to and from the shore in suitable boats.

That if any vessel having Her Majesty's mails on board shall stop linger or deviate from the direct course on her voyage or shall delay starting at exact time or shall put back into port after starting without the sanction in each and every case of such officer or other person authorized to have the charge of the said mails as aforesaid then and in each and every of such cases and as often as the same shall happen the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will pay unto Her Majesty Her heirs and successors the sum of One hundred pounds and that if a vessel which ought to leave Liverpool for Halifax or Halifax for England in the performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will so often as any such omission shall happen pay unto Her Majesty Her heirs and successors the sum of Five hundred pounds and also the further sum of Five hundred 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 And that if a vessel with engines of not less than One hundred and fifty horses power which ought to leave Halifax Boston Pictou or Quebec in performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will so often as any such omission may occur pay unto Her Majesty Her heirs and successors the sum of Two hundred pounds and also the further sum of Two hundred 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 That the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will at all times during the continuance of this contract at their own cost provide and keep seaworthy and in complete repair a sufficient number (not less than Five) of good substantial and efficient steam-vessels of not less than Four hundred horses power each and of such construction and strength as to be fit and able to carry guns of the largest calibre now used on board Her Majesty's steam-vessels of war and in like manner a sufficient number (not less than Two) of good substantial and efficient steam-vessels of not less than One hundred and fifty horses power each and employ the same in the service hereby agreed to be performed by them and at the like cost

Penalties in case of delay in vessels.

Contractors to keep constantly in repair not less than five steam vessels of 400 horse power sufficiently strong to carry guns of the largest calibre used on board war steam vessels with all necessary tackle, &c.

adequately provide and furnish all and every of the vessels to be and while employed in the performance of this contract with all tackle stores oil tallow fuel provisions machinery engines anchors cables two efficient boats fire-pumps and all other proper and requisite means for extinguishing fire and all other furniture and apparel and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the said service

Improvements may be made in the construction, &c. of the vessels.

That the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will from time to time and at all times during the continuance of this contract make such alterations or improvements in the construction equipments or machinery of the said vessels which shall be used by them in the performance of this contract as the advanced state of science may suggest and the said Commissioners may direct

Vessels to be subject to the survey of the naval officers and defects if found to be repaired by the contractors under a penalty of 100l. for default.

That any naval officer or other person authorized to have the charge of Her Majesty's mails shall either alone or with such other persons as he may consider necessary have full power and authority whenever and as often as he may deem it requisite to examine and survey in such manner as he may think proper all and every or any of the vessels employed or to be employed in the performance of this contract and the hulls machinery and equipments thereof on his giving notice in writing to the commander for the time being of the vessel about to be examined of such his intention and if any defect or deficiency be ascertained and notice thereof in writing be given to the master or commander of the vessel in which such deficiency or defect may be found and if the said master or commander shall not immediately or as soon as possible thereupon remedy replace or effectively repair the same they the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall in every such case pay to Her Majesty Her heirs and successors the sum of One hundred pounds but the payment of such penalty shall not in anywise release or discharge the said Samuel Cunard George Burns and David Mac Iver their executors or administrators from remedying replacing or effectively repairing such deficiency or defect And that the said Commissioners shall also have full power and be at liberty whenever and as often as they may deem it requisite to survey by any other of their officers or agents all and every the vessels employed and to be employed in the performance of this contract and of the hulls thereof and of the engines machinery furniture tackle apparel stores and equipments of every such vessel and if any such vessel or any part thereof or any engines machinery furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such officers or agents unseaworthy or not adapted to the service of this contract or if such officers or agents shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of science the vessel which shall be disapproved of or in which such deficiency defect or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her Majesty's mails until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners and if employed before such defect or deficiency shall have been supplied or such alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall pay to Her Majesty Her heirs and successors the sum of Five hundred pounds

Commissioners and their officers may also survey and may order alterations and improvements.

The contractors and their servants to attend to the orders of the Commissioners and their officers as to the disposal of the mails.

That the said Samuel Cunard George Burns and David Mac Iver and all commanding and other officers of the vessels to be employed in the performance of this contract and all agents seamen and servants of the said Samuel Cunard George Burns and David Mac Iver shall at all times during the continuance of this contract punctually attend to the orders and directions of the said Commissioners or of any of their officers or agents as to the landing delivering and receiving Her Majesty's mails

Penalties stipulated in the Contract to be considered as liquidated damages.

And it is hereby agreed by and between the parties hereto that all and every the sums of money hereby stipulated to be paid by the said Samuel Cunard George Burns and David Mac Iver their executors or administrators 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 Commissioners or their agent each and every of such sums of money may be deducted and retained by the said Commissioners out of the monies payable to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators under this contract or the payment thereof enforced with full costs of suit at the discretion of the said Commissioners

Contractors when required to convey and victual in addition to the agent any number of Her Majesty's officers not exceeding two as chief-cabin passengers and not exceeding two as fore-cabin passengers and any number of soldiers seamen and marines not exceeding ten at the rates specified.

That the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will when and as often as in writing required so to do by the said Commissioners or by such naval or other officer or agents as may be authorized by them to act in that behalf (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) convey provide for and victual on board each and every or any of the vessels to be employed in the performance of this contract in addition to the naval officer or other person who may be in charge of Her Majesty's mails any number of officers in the navy army or civil service of Her Majesty not exceeding Two as chief-cabin passengers and any number not exceeding Two as fore-cabin passengers and any number of soldiers seamen or marines not exceeding Ten charging for such passengers the following sums only namely for each chief-cabin passenger from

Liverpool

Liverpool to Halifax or from Halifax to Liverpool the sum of Thirty pounds for each fore-cabin passenger the sum of Fifteen pounds and for each soldier seaman or marine the sum of Four pounds and from Halifax to Boston or from Boston to Halifax or from Pictou to Quebec or from Quebec to Pictou for each chief-cabin passenger the sum of Five pounds for each fore cabin passenger the sum of Three pounds and for each soldier seaman or marine the sum of Two pounds

And that the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall and will receive on board each and every of the said vessels employed in the performance of this contract any number of small packages containing astronomical instruments charts wearing apparel or other articles and convey the same to from and between all or any of the said ports or places to or from which Her Majesty's mails are to be conveyed in the performance of this contract when and as often as directed by the said Commissioners or their secretary or agents duly authorized free from all costs and charges And also shall and will receive on board each and every of the said vessels and convey to from and between all or any of the same ports or places any naval or other stores not exceeding Five tons in weight at any time at the usual rate of freight charged by the said Samuel Cunard George Burns and David Mac Iver for private goods on receiving from the said Commissioners or their secretary for the time being two days previous notice of its being their intention to have such stores so conveyed

And the said Commissioners in consideration of the premises and of the said Samuel Cunard George Burns and David Mac Iver their executors and administrators and their officers servants and agents at all times during the continuance of this contract strictly and punctually performing the services hereinbefore contracted to be performed and the covenants and agreements hereby entered into by them the said Samuel Cunard George Burns and David Mac Iver do for and on behalf of Her Majesty Her heirs and successors agree with the said Samuel Cunard George Burns and David Mac Iver their executors and administrators that they the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the said Samuel Cunard George Burns and David Mac Iver their executors and administrators by bills at sight payable by Her Majesty's Paymaster-general a sum after the rate of £. 80,000 per annum by quarterly payments and with a proportionate part thereof should this contract terminate on any other day than a day of quarterly payment the first quarterly payment to become due at the termination of three calendar months from the commencement of this contract

And it is hereby agreed and declared that this contract shall commence on the 1st day of September 1841 if a fifth vessel to be provided in pursuance hereof with engines of Four hundred horses power shall within Ten days from that date have been surveyed and approved of by the said Commissioners but otherwise this contract is to commence on the day on which such approval shall have taken place and shall continue in force for Seven years from the commencement thereof and thenceforward until Twelve calendar months' notice in writing shall be given by either of the said parties to the other of them that the same shall determine and at the expiration of such notice this contract shall determine accordingly but not so as to prevent either of the said parties availing themselves of this contract for recovering any sum of money or damages should there have been any breach of this contract previously to the determination of the same

Provided always nevertheless that the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall have power and be at liberty on giving to the said Commissioners a notice in writing of Twelve calendar months at any time after the expiration of One year from the commencement of this contract and on payment to Her Majesty Her heirs or successors of the sum of £ 15,000 to relinquish and terminate this contract at the expiration of such notice and that the said Commissioners shall then have the option of purchasing from the said Samuel Cunard George Burns and David Mac Iver their executors and administrators all of the vessels employed in performance of this contract at the time of the determination thereof at such valuation as shall be put thereon by two arbitrators one to be chosen by the said Commissioners and the other by the said Samuel Cunard George Burns and David Mac Iver their executors or administrators or in case of the arbitrators differing by an umpire to be chosen by such two arbitrators before they proceed with the reference it being expressly understood and agreed that the payment of such valuation shall not be made until the said Commissioners shall have obtained the money by means of a Parliamentary grant or otherwise and that the joint and concurrent award of the said arbitrators or the separate award of the said umpire if and when the said arbitrators cannot agree shall be binding and conclusive upon all parties

And it is hereby agreed that if at any time and so long as the said Samuel Cunard George Burns and David Mac Iver shall make it appear to the satisfaction of the Commissioners of Her Majesty's Treasury for the time being (but not otherwise) that from any change in the relations between this kingdom and any foreign state or from war or other causes distinctly of a public and national character to be judged of by the same Commissioners the rate of insurance for steam-vessels and the freight payable by the said Samuel Cunard George Burns and David Mac Iver for coals which may be used in the performance of this contract and the rate of insurance on such coals shall have been raised above the rates actually payable for the same at the date of this contract the said Samuel Cunard George Burns and David Mac Iver shall be paid an additional sum of money according to the increase of the said rates but the said additional sum of money for freight shall be paid in

And to convey any number of small packages containing astronomical instruments charts &c. free of charges and any naval or other stores not exceeding five tons at the usual rate of freight.

Contractors to receive after the rate of £. 80,000 per annum quarterly.

Commencement and duration of Contract.

Power retained to Contractors to put an end to it on notice and payment of £.15,000 the Commissioners having the option of purchasing the vessels at a valuation.

If the rates on insurance of vessels and freight of coals advanced the Contractors to be paid.

An additional number of vessels to be provided to perform twice the number of voyages if requisite, agreeable to notice.

respect of 20,000 tons of coals per annum and no more except in the case of twice the number of prescribed voyages having been performed as hereinafter mentioned when the payment may be extended to 40,000 tons of coals and the amount of any additional sum of money to be paid in any case or under any circumstances either for insurance and freight or otherwise shall not exceed the rate of £. 20,000 per annum or of £. 40,000 per annum in case of twice the number of prescribed voyages having been performed as hereinafter mentioned but in no case whatever shall any additional sum be paid unless it shall have been proved to the satisfaction of the same Commissioners that such additional expenses equal to the amount claimed have been actually and bonâ fide incurred and paid by the said Samuel Cunard George Burns and David Mac Iver And the said Samuel Cunard George Burns and David Mac Iver do hereby for themselves their heirs executors and administrators covenant and agree with the said Commissioners for executing the said office of Lord High Admiral that they the said Samuel Cunard George Burns and David Mac Iver their executors and administrators shall and will on receiving from the same Commissioners Nine calendar months' notice in writing under their hands or the hand of their secretary or such shorter notice as shall be mutually agreed on provide and constantly employ in conveying Her Majesty's mails from the date of the expiration of such notice and during the subsequent continuance of this contract such an additional number of similar vessels for the respective services as shall in the opinion of the same Commissioners be sufficient for performing twice the number of voyages to from and between each all and every of the places and ports of embarkation and delivery of the said mails as are hereinbefore prescribed or to from and between such of the said places and ports as the said Commissioners may appoint and shall and will if required convey as aforesaid Her Majesty's mails twice the number of times hereinbefore mentioned the said Samuel Cunard George Burns and David Mac Iver being paid for such additional services as may be required after the same rate for which they are to be paid for the services hereby specified to be performed and they at their own cost manning furnishing providing and keeping in repair the said additional vessels as hereby stipulated with respect to the vessels to be immediately employed

Contract not to be assigned.

And it is hereby further agreed and provided that the said Samuel Cunard George Burns and David Mac Iver their executors or administrators shall not assign underlet or otherwise dispose of this contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach of this contract on the part of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators it shall be lawful for the Commissioners for executing the said office of Lord High Admiral for the time being (if they think fit and notwithstanding there may or may not have been any former breach of this contract) by writing under their hands or under the hand of their secretary for the time being to determine this contract without any previous notice to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators or their agents nor shall the said Samuel Cunard George Burns and David Mac Iver their executors or administrators be entitled to any compensation in consequence of such determination

As to the service of notices to the Contractors.

And it is also agreed that the notices or directions which the Commissioners for executing the said office of Lord High Admiral or their secretary officers or other persons are hereby authorized and empowered to give to the said Samuel Cunard George Burns and David Mac Iver their executors or administrators officers servants or agents may at the option of the same Commissioners or their secretary officers or other persons be either delivered to the master or commander or other officer agent or servant of the said Samuel Cunard George Burns and David Mac Iver their executors or administrators in the charge or management of any vessel to be or while employed in the performance of this contract or be left at the last known place of business or abode in England either of the said Samuel Cunard or George Burns or David Mac Iver their executors or administrators And any notices or directions so given or left shall be as binding on the said Samuel Cunard George Burns and David Mac Iver their executors or administrators as if duly served upon or left with them

The former Contract to be considered terminated.

And it is hereby agreed that at the commencement of this contract the contract bearing date the 19th day of June 1840 and made between the Commissioners for executing the office of Lord High Admiral on behalf of Her Majesty of the one part and the said Samuel Cunard George Burns and David Mac Iver of the other part shall be deemed and be considered terminated and annulled And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22d 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" it is hereby expressly declared and agreed and these presents are upon this express condition and the Samuel Cunard George Burns and David Mac Iver do covenant for themselves their heirs executors and administrators that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom

Penalty for non-performance of Contract £. 15,000.

And lastly for the due and faithful performance of all and singular the covenants conditions provisions clauses articles and agreements hereinbefore contained which on the part and behalf of the said Samuel Cunard George Burns and David Mac Iver their heirs executors or administrators are or ought to be observed performed fulfilled or kept the said Samuel Cunard George Burns and David Mac Iver do hereby bind themselves their heirs executors and

and administrators unto our Sovereign Lady the Queen in the sum of £.15,000 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 Commissioners for executing the said office of Lord High Admiral and the said Samuel Cunard George Burns and David Mac Iver (over and above any other sum or sums which may be payable) in case of the failure of the said Samuel Cunard George Burns and David Mac Iver their heirs executors or administrators in the due execution of this contract or any part thereof

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

S. Cunard, (L.S.)
 G. Burns, (L.S.)
 David Mac Iver, (L.S.)
 T. Troubridge, (L.S.)
 Dalmeny, (L.S.)

Signed sealed and delivered (being first duly stamped) in the presence of

John Doutry.

No. 9.

A RETURN of the SUMS paid to the CONTRACTORS for the Conveyance of Her Majesty's Mails to and from *Halifax, North America*, specifying whether Grants, or permanent Increase of Terms, and the Dates of the same.

CONTRACTORS.	PERIOD.	AMOUNT.	Nature of the Payments.
		£. s. d.	
Cunard & Co. -	1 July 1840 to } 31 August 1841 } (1 year 2 months)	70,000 - -	-- Contract allowance of £. 60,000 per annum.
	1 Sept. 1841 to } 30 Sept. 1843 - } (2 years 1 month)	166,666 13 4	-- Contract allowance increased to £. 80,000 per annum, from 1 September 1841.
	1 Oct. 1843 to } 31 March 1845 } (1½ year) - }	134,910 19 -	-- Contract allowance of £. 80,000 per annum, and additional grant of £. 10,000 per annum, from 10 October 1843.
	1 April 1845 to } 31 March 1846 } (1 year) - }	65,000 - -	-- £. 5,000 deducted from 1 April 1845 from the annual payment of £. 90,000 in consideration of the River St. Lawrence branch of the service having been abandoned.
	TOTAL - £.	456,577 12 4	

Admiralty, }
 24 June 1846. }

J. T. Briggs,
 Acc^t Gen

No. 10.

A RETURN, showing the Name of the PACKETS, with the Dates of ARRIVALS and DEPARTURES between Liverpool and North America and North America and Liverpool, under the Contract with Samuel Cunard, Esq., for the Conveyance of Her Majesty's Mails, from the Commencement of the Contract on the 4th day of July 1840 to the 13th June 1846; explaining in the Remarks the cause of any Deviation that may have taken place from the fixed Periods.

NAME of the VESSEL.	OUTWARD VOYAGES.			HOMEWARD VOYAGES.		
	Left Liverpool.	Arrived at Halifax.	Arrived at Boston.	Left Boston.	Arrived at Halifax.	Arrived at Liverpool.
	1840:					
Britannia	4 July 4 0 p.m.	17 July 2 0 a.m.	18 July 9 0 p.m.	1 Aug. 5 0 p.m.	4 Aug. noon	14 Aug. 5 0 p.m.
Acadia	4 Aug. 2 0 "	15 Aug. 6 0 p.m.	17 Aug. 10 0 a.m.	1 Sept. 2 0 "	3 Sept. 2 0 a.m.	11 Sept. noon.
Britannia	4 Sept. 2 30 "	16 Sept. 2 0 a.m.	18 Sept. 6 0 "	1 Oct. 1 0 "	3 Oct. noon	15 Oct. 2 0 a.m.
Caledonia	19 Sept. 3 30 "	2 Oct. 1 0 "	4 Oct. 7 30 "	16 Oct. 1 30 "	18 Oct. 1 30 a.m.	30 Oct. 2 0 p.m.
Acadia	4 Oct. 2 0 "	15 Oct. 7 0 p.m.	17 Oct. 8 0 "	1 Nov. 1 0 "	3 Nov. 8 0 "	15 Nov. noon.
Britannia	20 Oct. 5 0 "	1 Nov. 4 0 "	3 Nov. 8 30 "	1 Dec. 2 0 "	3 Dec. 7 30 "	15 Dec. 1 0 a.m.
	1841:					
Caledonia	4 Nov. 5 0 "	16 Nov. 4 0 "	18 Nov. 4 0 p.m.	2 Jan. 3 0 p.m.	4 Jan. 9 0 "	16 Jan. 5 0 p.m.
Acadia	4 Dec. 4 30 "	19 Dec. 10 0 a.m.	21 Dec. 2 0 "	1 Feb. 2 0 "	3 Feb. 7 30 p.m.	15 Feb. 2 0 a.m.
	1841:					
Columbia	5 Jan. 10 0 p.m.	19 Jan. 1 0 "	21 Jan. 3 0 a.m.	1 Mar. 3 0 "	3 Mar. noon	15 Mar. 5 0 p.m.
Britannia	4 Feb. 8 30 "	20 Feb. 6 0 "	22 Feb. noon	16 Mar. 1 0 "	18 Mar. 8 0 p.m.	31 Mar. 4 0 a.m.
Caledonia	4 Mar. 6 0 "	18 Mar. 6 0 p.m.	20 Mar. 11 30 a.m.	1 April 2 0 "	3 April 11 0 a.m.	15 Apr. 10 0 "
Acadia	19 Mar. 6 0 "	5 April 7 0 a.m.	7 April 7 30 "	17 April 4 30 "	19 April 7 0 p.m.	2 May 6 0 p.m.
Columbia	4 April 10 0 a.m.	17 April 1 30 p.m.	19 April 7 30 p.m.	1 May 4 30 "	3 May 10 0 a.m.	15 May 1 0 "
Britannia	20 April noon	4 May 5 0 a.m.	6 May 2 0 a.m.	16 May 5 0 "	18 May 8 0 p.m.	9 June 2 0 "(a)
Caledonia	4 May 11 0 a.m.	16 May 5 0 p.m.	19 May 6 0 "	1 June 3 0 "	3 June 10 0 a.m.	14 June 1 30 "
Acadia	19 May 11 0 "	31 May 10 0 a.m.	2 June 1 0 "	16 June 5 0 "	18 June 1 0 p.m.	29 June 8 30 a.m.
Columbia	4 June 10 30 "	15 June 5 30 "	16 June 8 30 p.m.	1 July 2 0 "	3 July 7 0 a.m.	14 July 3 0 "
Britannia	19 June 11 0 "	1 July 4 0 p.m.	3 July 6 30 a.m.	17 July 1 0 "	19 July 1 0 p.m.	29 July 8 0 p.m.
Caledonia	4 July 11 0 "	15 July 4 30 "	17 July 1 0 p.m.	1 Aug. noon	3 Aug. 8 0 a.m.	14 Aug. 5 0 a.m.
Acadia	20 July 1 0 p.m.	31 July 11 0 a.m.	2 Aug. 2 30 a.m.	16 Aug. 4 0 p.m.	18 Aug. 7 0 "	28 Aug. 4 0 p.m.
Columbia	4 Aug. 0 30 "	17 Aug. noon	19 Aug. 6 0 "	1 Sept. 1 30 "	3 Sept. 6 30 "	14 Sept. 8 0 "
Britannia	19 Aug. 1 0 "	31 Aug. 9 30 a.m.	2 Sept. 4 0 "	16 Sept. noon	18 Sept. 11 0 "	30 Sept. 4 0 "
Caledonia	4 Sept. 1 0 "	16 Sept. 8 30 "	18 Sept. 6 30 "	2 Oct. 2 0 p.m.	7 Oct. 6 0 p.m.	19 Oct. 4 0 "
Acadia	19 Sept. noon	2 Oct. 11 0 p.m.	5 Oct. 3 0 p.m.	16 Oct. 2 0 "	18 Oct. 1 0 "	29 Oct. 8 30 "
Columbia	5 Oct. 1 0 p.m.	19 Oct. 8 0 a.m.	21 Oct. 7 30 a.m.	1 Nov. 2 0 "	3 Nov. 6 30 a.m.	15 Nov. noon.
Britannia	21 Oct. 2 0 "	4 Nov. 6 0 p.m.	7 Nov. 2 0 p.m.	16 Nov. 2 30 "	18 Nov. 8 0 "	30 Nov. 10 30 p.m.(b)
Caledonia	4 Nov. 1 30 "	16 Nov. 9 30 a.m.	18 Nov. 6 0 "	1 Dec. 2 0 "	3 Dec. 8 30 "	16 Dec. 4 30 "
Acadia	19 Nov. 1 0 "	5 Dec. 4 0 "	7 Dec. 5 0 "	16 Dec. 2 0 a.m.	19 Dec. 8 0 "	30 Dec. midnight.
	1842:					
Columbia	4 Dec. 2 0 "	18 Dec. 9 0 p.m.	11 Dec. noon	1 Jan. 3 0 p.m.	3 Jan. 4 0 "	15 Jan. 9 0 a.m.
	1842:					
Britannia	4 Jan. 3 0 p.m.	19 Jan. 3 0 a.m.	21 Jan. 1 0 p.m.	1 Feb. 2 0 "	3 Feb. 10 0 "	15 Feb. noon.
Caledonia	4 Feb. 3 30 "	put back. (c)				
Acadia	19 Feb. 3 0 "	7 Mar. 11 30 p.m.	Did not go to Boston; sailed from Halifax on return.			
Columbia	4 Mar. 2 0 "	25 Mar. 7 10 a.m.	ditto			
Britannia	5 April 5 0 "	18 April 3 0 p.m.	20 April 7 0 a.m.	1 May 3 0 p.m.	3 May 9 0 a.m.	15 May midnight.
Caledonia	19 April 4 0 "	3 May 1 0 "	5 May 6 0 "	16 May 2 0 "	18 May 8 0 "	29 May 11 0 a.m.
Acadia	4 May 4 30 "	19 May 10 30 a.m.	21 May 4 30 "	1 June 4 30 "	3 June 10 30 "	14 June - "
Columbia	19 May 5 0 "	31 May 3 0 p.m.	2 June 6 0 "	16 June 5 0 "	18 June 2 30 p.m.	28 June 10 30 "
Britannia	4 June 7 30 "	16 June 10 0 a.m.	18 June 9 0 "	2 July 6 30 "	5 July 6 30 "	16 July noon.
Caledonia	19 June 5 15 "	3 July 11 30 "	5 July 8 30 "	16 July 5 0 "	18 July 11 0 a.m.	28 July 10 0 a.m.
Acadia	5 July 5 15 "	18 July 11 30 p.m.	20 July 11 0 p.m.	1 Aug. 4 0 "	3 Aug. 9 0 "	13 Aug. 11 30 "
Columbia	19 July 6 30 "	30 July 8 0 a.m.	1 Aug. 5 0 a.m.	16 Aug. 4 30 "	18 Aug. 11 0 "	28 Aug. 12 50 p.m.
Britannia	4 Aug. 6 0 "	17 Aug. 10 0 "	19 Aug. 5 0 "	1 Sept. 2 30 "	3 Sept. 6 0 "	14 Sept. 8 0 a.m.
Caledonia	19 Aug. 6 0 "	31 Aug. 8 30 "	2 Sept. 6 30 "	17 Sept. 2 0 "	19 Sept. 8 30 "	2 Oct. 4 45 "
Acadia	4 Sept. 11 30 a.m.	16 Sept. 8 30 p.m.	18 Sept. 2 0 p.m.	1 Oct. 4 30 "	3 Oct. 6 0 "	14 Oct. 9 0 p.m.
Columbia	20 Sept. noon	2 Oct. 10 30 a.m.	4 Oct. 4 0 a.m.	16 Oct. 2 30 "	18 Oct. 5 45 "	30 Oct. - "
Britannia	4 Oct. 11 30 a.m.	16 Oct. 9 0 "	18 Oct. 6 0 "	1 Nov. 2 30 "	3 Nov. 2 0 p.m.	16 Nov. 0 30 a.m.
Caledonia	19 Oct. 11 40 "	31 Oct. 5 40 p.m.	2 Nov. 9 50 "	16 Nov. 2 20 "	18 Nov. 11 50 a.m.	29 Nov. 7 30 "
Acadia	4 Nov. 0 15 p.m.	15 Nov. 0 25 "	17 Nov. 2 0 "	2 Dec. 0 30 "	4 Dec. 4 15 "	16 Dec. 8 30 "
Columbia	19 Nov. 0 15 "	4 Dec. 11 30 a.m.	6 Dec. 4 30 "	16 Dec. 2 30 "	18 Dec. 10 0 "	29 Dec. 1 15 "
	1843:					
Britannia	4 Dec. 11 30 a.m.	19 Dec. 5 30 p.m.	21 Dec. 3 0 p.m.	1 Jan. 2 0 p.m.	3 Jan. 5 0 p.m.	15 Jan. 8 45 p.m.
	1843:					
Caledonia	4 Jan. 1 30 p.m.	23 Jan. 2 15 a.m.	25 Jan. 7 25 a.m.	2 Feb. 11 0 a.m.	4 Feb. 7 55 a.m.	17 Feb. 10 30 a.m.
Acadia	5 Feb. 1 15 "	17 Feb. 11 30 "	19 Feb. 11 30 "	1 Mar. 2 30 p.m.	3 Mar. 7 45 "	14 Mar. 6 30 p.m.
Columbia	4 Mar. 1 30 "	18 Mar. 2 30 p.m.	20 Mar. 9 0 "	2 April 11 25 a.m.	4 April 6 0 "	15 Apr. 5 0 "
Britannia	4 April 1 0 "	17 April 10 30 a.m.	19 April 1 30 "	1 May 2 0 p.m.	3 May 2 15 "	14 May 8 0 a.m.
Hibernia	19 April 1 30 "	2 May 11 0 "	4 May 5 30 "	16 May 1 30 "	18 May 4 0 a.m.	28 May 6 20 "
Caledonia	4 May 1 15 "	17 May 0 50 p.m.	19 May 6 20 "	1 June 2 30 "	3 June 7 0 "	18 June 8 2 "
Acadia	19 May 1 15 "	30 May 2 0 "	1 June 5 30 "	16 June 1 45 "	18 June 7 45 "	28 June 7 30 "
Columbia	4 June (e)					
Hibernia	20 June 3 30 p.m.	1 July 4 30 a.m.	3 July 4 30 "	16 July 2 0 "	18 July 3 45 "	27 July 5 0 p.m.
Caledonia	4 July 3 0 "	16 July 3 0 "	17 July 7 50 p.m.	1 Aug. 2 10 "	3 Aug. 11 0 "	18 Aug. 9 50 "

REMARKS, &c.

(a) Britannia delayed on the homeward-bound passage, in consequence of having damaged the forefoot in Halifax Harbour during a fog; went to St. John's, New Brunswick, for repairs.

(b) Detained 48 hours for despatches.

(c) Put back 20 March; rudder-head twisted; Acadia took on the mails.

(d) The Columbia arrived 20 April, one engine only working, the other damaged.

(e) Lost on the homeward-bound passage; the Margaret brought home the mails, and arrived 23 July.

MAILS BY STEAM TO AND FROM NORTH AMERICA.

29

No. 10.—RETURN showing the Name of the Packets, with the Dates of Arrivals and Departures, between Liverpool and North America, &c.—continued.

NAME of the VESSEL.	OUTWARD VOYAGES.			HOMeward VOYAGES.		
	Left Liverpool.	Arrived at Halifax.	Arrived at Boston.	Left Boston.	Arrived at Halifax.	Arrived at Liverpool.
	1843:					
Acadia	19 July 3 0 p.m.	31 July 7 0 p.m.	2 Aug. 3 30 p.m.	16 Aug. 2 30 p.m.	18 Aug. 7 30 a.m.	29 Aug. 5 30 a.m.
Hibernia	4 Aug. 4 30 "	16 Aug. 8 0 a.m.	17 Aug. 10 0 "	1 Sept. 2 0 "	3 Sept. 4 0 "	13 Sept. 1 0 "
Britannia	19 Aug. 3 50 "	1 Sept. 10 0 "	3 Sept. 3 0 a.m.	16 Sept. 2 30 "	18 Sept. 8 45 "	30 Sept. 2 30 "
Caledonia	5 Sept. 6 0 "	18 Sept. 7 20 "	20 Sept. 6 20 "	1 Oct. 2 20 "	3 Oct. 7 20 "	17 Oct. 7 15 p.m.
Acadia	19 Sept. 4 45 "	1 Oct. 7 45 "	3 Oct. 5 0 "	16 Oct. 2 20 "	18 Oct. 8 25 "	29 Oct. 2 30 a.m.
Hibernia	4 Oct. 4 45 "	16 Oct. 2 10 p.m.	18 Oct. 2 0 "	1 Nov. 3 30 "	3 Nov. noon -	14 Nov. 5 0 "
Britannia	19 Oct. 5 0 "	2 Nov. 1 30 "	4 Nov. 9 0 a.m.	16 Nov. 3 0 "	18 Nov. 4 30 p.m.	30 Nov. 6 0 "
Caledonia	4 Nov. 5 40 "	18 Nov. 10 0 a.m.	20 Nov. 9 20 "	1 Dec. 2 40 "	3 Dec. 10 7 a.m.	14 Dec. 3 45 "
Acadia	19 Nov. 5 20 "	4 Dec. 3 15 p.m.	6 Dec. 4 15 p.m.	16 Dec. 3 20 "	19 Dec. 8 0 "	30 Dec. 8 0 "
	1844:					
Hibernia	5 Dec. 7 0 "	18 Dec. 1 45 "	20 Dec. 7 45 a.m.	1 Jan. 3 0 p.m.	3 Jan. 8 0 "	12 Jan. 1 30 a.m.
	1844:					
Britannia	4 Jan. 7 30 p.m.	19 Jan. 10 45 a.m.	21 Jan. 3 0 p.m.	3 Feb. 10 30 a.m.	6 Feb. 2 0 p.m.	18 Feb. 7 20 " (f)
Hibernia	4 Feb. 11 30 a.m.	17 Feb. 8 30 "	19 Feb. 9 0 a.m.	1 Mar. 4 30 p.m.	3 Mar. 9 0 a.m.	13 Mar. 6 0 "
Caledonia	5 Mar. 11 30 "	20 Mar. 6 45 "	22 Mar. 10 30 "	1 April 3 0 "	4 April 2 0 "	15 April 1 30 a.m.
Acadia	4 April 11 15 "	19 April 0 45 p.m.	21 April noon -	1 May 3 30 "	3 May 4 0 p.m.	15 May 1 45 "
Hibernia	19 April 11 30 "	3 May 6 0 "	5 May 4 0 p.m.	16 May noon -	18 May 6 0 a.m.	28 May 4 30 p.m.
Britannia	4 May 11 0 "	16 May 1 10 "	18 May 6 30 a.m.	1 June 2 30 p.m.	3 June 7 30 "	13 June 12 0 "
Caledonia	19 May 11 0 "	30 May 6 40 a.m.	1 June 8 0 "	16 June 1 25 "	18 June 6 45 "	29 June 0 30 a.m.
Acadia	4 June 1 0 p.m.	17 June 6 0 p.m.	19 June 1 15 p.m.	1 July 1 15 "	3 July 6 0 "	13 July 5 30 "
Britannia	19 June 12 30 "	1 July 11 45 a.m.	3 July 6 0 "	16 July 2 0 "	18 July 9 30 "	29 July 12 15 "
Hibernia	4 July 1 15 "	15 July 5 0 p.m.	17 July 6 0 a.m.	1 Aug. 2 0 "	3 Aug. 6 30 "	13 Aug. 7 45 "
Caledonia	19 July 1 0 "	30 July 9 30 "	1 Aug. 12 35 p.m.	16 Aug. 1 50 "	18 Aug. noon -	29 Aug. 9 30 p.m.
Acadia	4 Aug. 1 0 "	17 Aug. 0 30 a.m.	18 Aug. 2 50 "	1 Sept. 1 30 "	3 Sept. 8 0 a.m.	14 Sept. 9 0 a.m.
Hibernia	20 Aug. 2 30 "	31 Aug. 4 40 "	1 Sept. 4 0 "	16 Sept. 1 50 "	18 Sept. 11 20 p.m.	28 Sept. 10 30 p.m.
Britannia	4 Sept. 1 55 "	15 Sept. 8 0 "	17 Sept. 1 30 a.m.	1 Oct. 2 0 "	3 Oct. 7 15 a.m.	14 Oct. 10 30 "
Caledonia	19 Sept. 2 40 "	1 Oct. 9 0 p.m.	3 Oct. 11 0 "	16 Oct. 2 10 "	18 Oct. 9 35 "	30 Oct. 4 0 a.m.
Acadia	4 Oct. 2 0 "	18 Oct. 6 50 "	20 Oct. 3 45 p.m.	1 Nov. 2 0 "	3 Nov. 7 15 "	14 Nov. 6 20 "
Hibernia	19 Oct. 2 20 "	1 Nov. 9 15 a.m.	2 Nov. 11 50 "	16 Nov. 2 0 "	18 Nov. 9 0 "	28 Nov. 11 0 p.m.
Britannia	5 Nov. 2 50 "	20 Nov. 1 10 p.m.	22 Nov. 7 50 a.m.	1 Dec. 2 15 "	3 Dec. 12 20 p.m.	16 Dec. 9 30 a.m.
Caledonia	19 Nov. 3 0 "	4 Dec. 6 0 "	6 Dec. 8 30 p.m.	16 Dec. 1 30 "	18 Dec. 8 40 a.m.	29 Dec. 4 15 p.m.
	1845:					
Acadia	4 Dec. 2 45 "	19 Dec. 4 0 a.m.	21 Dec. 8 15 a.m.	1 Jan. 2 15 p.m.	3 Jan. 9 0 "	14 Jan. 3 10 a.m.
	1845:					
Hibernia	4 Jan. 4 15 p.m.	22 Jan. 10 0 "	24 Jan. 6 30 "	1 Feb. 3 0 "	3 Feb. 11 0 "	13 Feb. 9 0 "
Hibernia	4 Feb. 4 30 "	17 Feb. 11 0 "	19 Feb. 7 30 "	1 Mar. 3 0 "	3 Mar. 8 0 "	17 Mar. 4 0 "
Cambria	4 Mar. 4 25 "	16 Mar. 1 30 p.m.	18 Mar. 10 0 "	1 April 3 15 "	3 April 7 30 "	13 April 5 0 "
Caledonia	5 April 9 40 "	20 April 8 40 a.m.	21 April 11 30 p.m.	1 May 2 30 "	3 May 8 0 "	13 May 11 15 p.m.
Hibernia	19 April 4 30 "	4 May 0 30 p.m.	6 May 8 30 "	16 May 3 30 "	19 May 1 15 p.m.	31 May 2 0 "
Britannia	4 May 5 10 "	17 May noon -	19 May 5 0 a.m.	1 June 2 0 "	3 June 6 30 a.m.	13 June 11 0 a.m.
Cambria	20 May 5 25 "	31 May 9 45 a.m.	1 June 9 30 p.m.	16 June 3 35 "	18 June 7 30 "	27 June 4 0 p.m.
Caledonia	4 June 6 15 "	17 June 7 30 p.m.	19 June noon -	1 July 2 30 "	3 July 6 10 p.m.	14 July 9 20 a.m.
Britannia	19 June 6 15 "	1 July 6 10 a.m.	2 July 11 30 p.m.	16 July 3 30 "	18 July 11 20 a.m.	29 July 12 35 p.m.
Cambria	4 July 6 35 "	17 July 0 25 p.m.	19 July 6 0 a.m.	1 Aug. 2 10 "	3 Aug. 9 30 "	15 Aug. 6 30 "
Hibernia	19 July noon -	29 July 4 20 a.m.	30 July 5 10 p.m.	16 Aug. 2 0 "	18 Aug. 8 20 "	28 Aug. 3 0 a.m.
Hibernia	5 Aug. " -	16 Aug. 1 15 "	17 Aug. 12 0 a.m.	1 Sept. 1 50 "	3 Sept. 5 30 "	13 Sept. 7 0 "
Caledonia	19 Aug. " -	1 Sept. 10 0 "	3 Sept. 6 30 "	16 Sept. 1 45 "	18 Sept. 6 45 "	28 Sept. noon -
Britannia	4 Sept. " -	17 Sept. 2 25 p.m.	19 Sept. 10 15 "	1 Oct. 2 0 "	3 Oct. 9 30 "	14 Oct. 11 0 a.m.
Cambria	19 Sept. 1 0 p.m.	1 Oct. 4 0 a.m.	2 Oct. 5 15 p.m.	16 Oct. 2 0 "	18 Oct. 3 45 "	27 Oct. 6 0 p.m.
Hibernia	4 Oct. 1 0 "	17 Oct. 6 0 p.m.	19 Oct. 9 15 a.m.	1 Nov. 2 0 "	3 Nov. 7 30 "	18 Nov. 11 0 a.m. (g)
Caledonia	19 Oct. 1 30 "	1 Nov. 2 0 "	3 Nov. 8 0 "	16 Nov. 1 15 "	18 Nov. 8 0 "	28 Nov. 7 0 p.m.
Britannia	4 Nov. 1 15 "	18 Nov. 7 0 "	20 Nov. 4 15 p.m.	2 Dec. 9 45 a.m.	4 Dec. 5 0 "	16 Dec. 5 30 a.m.
Cambria	19 Nov. 1 50 "	3 Dec. 1 10 a.m.	4 Dec. 6 45 "	16 Dec. 2 25 p.m.	18 Dec. 10 40 "	28 Dec. 9 0 "
	1846:					
Acadia	4 Dec. 1 50 "	17 Dec. 8 25 "	18 Dec. 12 30 "	1 Jan. 2 55 p.m.	3 Jan. 3 40 p.m.	15 Jan. 8 30 "
	1846:					
Hibernia	4 Jan. 1 45 p.m.	20 Jan. 4 45 p.m.	23 Jan. 9 0 a.m.	1 Feb. 2 30 "	3 Feb. noon -	14 Feb. 3 30 p.m.
Cambria	4 Feb. 2 15 "	17 Feb. 9 10 a.m.	18 Feb. 10 30 p.m.	1 Mar. 2 15 "	3 Mar. 0 50 p.m.	14 Mar. 9 5 a.m.
Hibernia	4 Mar. 2 15 "	17 Mar. 4 30 p.m.	19 Mar. 9 15 a.m.	1 Apr. 2 30 "	3 April 7 30 a.m.	14 April 5 0 p.m.
Caledonia	4 April 3 0 "	18 April 2 45 "	20 April 11 40 "	1 May 3 0 "	3 May 11 50 "	14 May 2 15 a.m.
Cambria	19 April 2 10 "	1 May 1 0 "	5 May 5 40 "	16 May 2 0 "	18 May 9 0 "	28 May 4 40 p.m. (h)
Britannia	5 May 2 50 "	19 May 1 30 "	21 May 7 0 "	1 June 3 0 "	3 June 2 15 p.m.	13 June 10 10 "

REMARKS, &c.—continued.

(f) Britannia sailed from Boston 3 February, having been frozen up two days.

(g) Delayed on the homeward voyage 2½ days, having struck on Cape Race, and went to St. John's, Newfoundland, for repairs.

(h) Detained on the outward voyage 36 hours, having grounded on Cape Cod.

Whenever the 3d or 18th of the month fall on a Sunday, the mails are not made up in London on that day, consequently in such cases the sailing days from Liverpool are the 5th and 20th of the month.

Thomas Bevis, Commr.

Admiralty,
29 June 1846.

H. F. AMEDROZ,
Chief Clerk.

ARTICLES of AGREEMENT, dated 1 July 1846.

ARTICLES of AGREEMENT made this 1st day of July in the Year of our Lord 1846 between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland for and on behalf of Her Majesty of the one part and *Samuel Cunard* of Halifax in Nova Scotia Merchant *George Burns* of Glasgow in that part of Great Britain called Scotland Merchant and *Charles Mac Iver* of Liverpool in the County Palatine of Lancaster Merchant hereinafter designated "The Contractors" of the other part

WHEREAS by articles of agreement bearing date on or about the 28th day of August 1841 between the Commissioners for executing the office of Lord High Admiral of the one part and the said Samuel Cunard and George Burns and David Mac Iver (since deceased) of the other part for the conveyance of Her Majesty's mails between England and North America the said Samuel Cunard George Burns and David Mac Iver did covenant and agree with the said Commissioners that they would on receiving notice from the said Commissioners provide and constantly employ in conveying Her Majesty's mails an additional number of vessels for performing twice the number of voyages to and from the places and ports of embarkation therein prescribed upon being paid for such additional services as might be required after the same rate as that for which they were to be paid for the services therein specified to be performed

And whereas it has been considered expedient by and between the parties hereto to enter into arrangements for increasing the number of voyages between Great Britain and North America under the conditions hereinafter contained

Now these presents witness that in consideration of the payments hereinafter stipulated to be made to the Contractors the Contractors do for themselves their heirs executors and administrators and each and every of them for himself his heirs executors and administrators doth hereby covenant promise and agree to and with the said Commissioners that they the Contractors their executors and administrators shall and will during the continuance of this contract diligently faithfully and to the satisfaction of the said Commissioners for the time being and with all possible speed convey Her Majesty's mails (in which designation all despatches and bags of letters are agreed to be comprehended) which shall at any time or times and from time to time by the said Commissioners or Her Majesty's Postmaster-general or any of the officers or agents of the said Commissioners or Postmaster-general be required to be conveyed between England and North America as hereinafter mentioned by means of a sufficient number of good substantial and efficient steam-vessels each of such vessels being supplied and furnished with engines of not less than Four hundred horse power

That the Contractors their executors or administrators shall and will at all times at their own cost provide and keep seaworthy and in complete repair from the day of the date hereof until the 1st day of January 1848 not less than Five and from the 1st day of January 1848 until the 31st day of December 1848 not less than Eight and from the said 31st day of December 1848 during the remainder of the continuance of this contract not less than Nine of good substantial and efficient steam-vessels of not less than Four hundred horse power each and of such construction and strength as to be fit and able to carry guns of the largest calibre now used on board Her Majesty's steam-vessels of war and at the like cost adequately provide and furnish all and every of the vessels to be and while employed in the performance of this contract with all necessary and proper tackle stores oil tallow fuel provisions machinery engines anchors cables two efficient boats fire-pumps and all other proper and requisite means for extinguishing fire lightning conductors on Snow Harris's principle charts chronometers proper nautical instruments and all other furniture and apparel and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the said service. And that each and every of the said vessels shall also at the like cost be manned with competent officers of whom all commanders and first and second officers if not officers of Her Majesty's Navy shall have undergone or on arriving in England shall undergo an examination and produce certificates of fitness for their respective situations from the Board of Examiners appointed by Order in Council for the examination of masters and mates in the merchant service and also with a competent surgeon and engineers and a sufficient crew of able seamen and other men to be in all respects as to vessels engines equipments and crews subject at all times and from time to time to the approval of the said Commissioners or such other person or persons as they shall from time to time appoint for that purpose and the surgeons to be also subject to the approval of the Director-general of the Medical Department of the Navy

And that from and after the date of this contract one of such vessels so equipped and manned and with Her Majesty's mails on board shall on every alternate Saturday during each and every of the eight following months in every year namely April May June July August September October and November and every fourth Saturday during each and every of the four following months in every year namely December January February and March at such hour as the said Commissioners shall at any time or from time to time appoint proceed from Liverpool aforesaid without loss of time direct to Halifax aforesaid and thence direct to Boston in the United States of America and one of such vessels shall also every alternate Saturday during each and every of the eight following months in every year namely May June July August September October November and December and every fourth Saturday during each and every of the four following months in every year namely January

February

February March and April at such hour as the said Commissioners shall at any time or from time to time appoint proceed without loss of time direct from Boston to Halifax and thence without loss of time direct to Liverpool aforesaid with Her Majesty's mails on board That from and after the 1st day of January 1848 or sooner if the contractors shall be provided with eight of such approved steam-vessels as aforesaid one other of such vessels so equipped and manned and with Her Majesty's mails on board shall on every Saturday alternate with the Saturday on which the vessel is to leave Liverpool for Halifax and Boston in the performance of this contract during each and every of the eight following months in every year namely April May June July August September October and November and every other fourth Saturday during each and every of the four following months in every year namely December January February and March at such hour as the said Commissioners shall appoint proceed from Liverpool aforesaid without loss of time to New York in the said United States either direct or by way of Halifax as the said Commissioners or Postmaster-general shall at any time or from time to time determine and another of such vessels with Her Majesty's mails on board shall also on every other alternate Saturday during each and every of the eight following months in every year namely May June July August September October November and December and on every other fourth Saturday during each and every of the four following months in every year namely January February March and April at such hour as the said Commissioners shall at any time or from time to time appoint proceed direct from New York aforesaid or (if so required at any time or from time to time by the said Commissioners) from New York by way of Halifax to Liverpool aforesaid so that the periods of departure of the vessels from Liverpool to Halifax and Boston and from Liverpool to New York shall be at equal intervals and not on the same Saturday

That each of the said vessels proceeding from or returning to Liverpool shall call and receive and deliver mails at Holyhead in the Irish Channel if required by the said Commissioners in writing under the hand of the Secretary of the Admiralty

That the said Commissioners for the time being shall be at liberty and have full power to alter the day and hour for the said vessels leaving all and every or any of the said places from whence the said mails are to be conveyed on giving three months' notice in writing under their hands or the hand of their secretary to the Contractors their executors or administrators It being nevertheless expressly understood that the said Commissioners or any of their officers or agents shall be at liberty and have full power at any time during the continuance of this contract to direct that any one or more of such vessels so conveying Her Majesty's mails from any of the said ports or places shall delay her or their departure for any period not exceeding Twenty-four hours beyond the period which may have been previously fixed for the departure of such vessel or vessels and a letter addressed to the commander of the vessel so to be delayed shall be a sufficient authority for such detention

That if at any time from stress of weather or other unavoidable circumstances the vessel conveying the said mails from Halifax or New York aforesaid shall not in the opinion of the naval officer or other person duly authorized by the said Commissioners to have the charge of the mails on board be able to fetch the River Mersey at Liverpool aforesaid without considerable loss of time then and in every such case Her Majesty's mails with the officer or person having the charge thereof shall be landed at any of the under-mentioned places at the discretion of such naval officer or other person so authorized as aforesaid namely Bristol Falmouth Plymouth Southampton Portsmouth Dover or Deal

That the contractors shall in addition to the other vessels hereinbefore mentioned or referred to at their own costs provide and keep seaworthy and in complete repair from the day of the date hereof during the continuance of this contract One good substantial and efficient steam-vessel with engines of not less than One hundred and fifty horse power and provide and furnish the said vessel at all times with all necessary and proper tackle stores oil tallow fuel provisions machinery engines anchors cables two efficient boats fire-pumps and all other proper and requisite means for extinguishing fire lightning conductors on Snow Harris's principle charts chronometers proper nautical instruments and all other furniture and apparel and whatsoever else may be requisite and necessary for equipping the said vessel and rendering her constantly efficient for the service to be performed by her and such vessel shall be at all times when employed in the service of this contract manned with competent officers and engineers and a sufficient crew of able seamen and other men and shall at all times be in all respects subject to the like approval as the said vessels with engines of not less than Four hundred horse power and that the said vessel with engines of not less than One hundred and fifty horse power shall be stationed at Halifax Boston or New York and shall be employed in carrying Her Majesty's mails between Halifax and Boston or New York in case only of any accident to any of the said vessels with engines of not less than Four hundred horse power which in the opinion of the officer or person having charge of the said mails shall render it inexpedient for such last-mentioned vessel to proceed on her voyage

That the Contractors their executors or administrators shall receive and allow to remain on board all and each of the vessels to be employed in the performance of this contract while they are so employed and also while remaining at any of the said ports or places for return mails an officer in Her Majesty's navy or any other person to be appointed by the said Commissioners and also a servant of the said officer or other person as aforesaid if required and that every such officer or other person shall be recognized and considered by the Contractors their executors and administrators and their officers agents and seamen

as the agent of the said Commissioners in charge of Her Majesty's mails and as having full authority in all cases to require a due and strict execution of the conditions of this contract on the part of the Contractors their executors and administrators their officers servants and agents and to determine every question whenever arising relative to proceeding to sea or putting into harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such officer or other person as aforesaid shall in each and every of such cases be final and binding on the Contractors their executors and administrators unless the said Commissioners on appeal from the Contractors their executors or administrators shall think proper to decide otherwise

That a suitable first-rate cabin with appropriate bed bedding and furniture shall at the cost of the Contractors their executors and administrators be provided and appropriated by the Contractors for and to the exclusive use and for the sole accommodation of each and every of such naval officers or other persons authorized as aforesaid and also a proper and convenient place of deposit on board under lock and key for Her Majesty's mails and that each and every of the said officers or other persons as aforesaid shall be victualled by the Contractors their executors and administrators as a chief-cabin passenger is to be victualled without any charge being made either for his passage or victualling and that should all or any of such officers or other persons require a servant such servant shall be also provided with a proper and suitable berth and be victualled by and at the cost of the Contractors their executors and administrators without any charge being made for the same

And that if the said Commissioners shall at any time during the continuance of this contract think fit to entrust the charge and custody of Her Majesty's mails to the commander or commanders of all or any of the vessels to be employed in the performance of this contract that such commander or commanders shall take due care thereof 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 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 Commissioners shall direct and authorize to receive the same

That at each and every of the said ports or places where any of the said vessels are to proceed the said naval officer or such other person having or authorized to have the charge of the said mails shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the steam-vessel employed for the time being in the performance of this contract together with or (if such officer or person considers requisite) without Her Majesty's mails in a suitable boat of not less than four oars to be provided and properly manned and equipped by the Contractors and that the directions of the said naval officer or of such other person having or authorized to have the charge of the said mails shall in all cases be obeyed as to the mode of receipt and delivery of the said mails

That if any vessel having her Majesty's mails on board shall stop linger or deviate from the direct course on her voyage or shall delay starting at exact time or shall put back into port after starting without the sanction in each and every case of such officer or other person authorized to have the charge of the said mails as aforesaid or when so sanctioned to put back into port shall not again start and proceed direct in performance of the service hereby contracted for when and so soon as required by the said officer or other person authorized to have the charge of the said mails then and in each and every of such cases and as often as the same shall happen the Contractors their executors and administrators shall and will pay unto Her Majesty Her heirs and successors the sum of One hundred pounds and that if a vessel which ought to leave Liverpool for Halifax Boston or New York in the performance of this contract shall not proceed on her voyage for Twelve hours after the proper and appointed time the Contractors their executors and administrators shall and will so often as any such omission shall happen pay unto Her Majesty Her heirs and successors the sum of Five hundred pounds and also the further sum of Five hundred 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

That the Contractors their executors and administrators shall and will from time to time and at all times during the continuance of this contract make such alterations or improvements in the construction equipments or machinery of each and every of the said vessels which shall be used by them in the performance of this contract as the advanced state of science may suggest and the said Commissioners may direct

That any naval officer or other person authorized to have the charge of Her Majesty's mails shall either alone or with such other persons as he may consider necessary have full power and authority whenever and as often as he may deem it requisite to examine and survey in such manner as he may think proper all and every or any of the vessels employed or to be employed in the performance of this contract and the hulls and machinery and equipments thereof on his giving notice in writing to the commander for the time being of the vessel about to be examined of such his intention and if any defect or deficiency be ascertained and notice thereof in writing be given to the master or commander of the vessel in which such deficiency or defect may be found and if the said master or commander shall not immediately or as soon as possible thereupon remedy replace or effectively repair the same they the Contractors their executors or administrators shall in every such case pay to Her Majesty

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Her heirs and successors the sum of One hundred pounds but the payment of such penalty shall not in anywise release or discharge the Contractors their executors or administrators from remedying replacing or effectively repairing such deficiency or defect

And the said Commissioners shall also have full power and be at liberty whenever and as often as they may deem it requisite to survey by any other of their officers or agents all and every of the vessels employed and to be employed in the performance of this contract and of the hulls thereof and of the engines machinery furniture tackle apparel stores and equipments of every such vessel and if any such vessel or any part thereof or any engines machinery furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such officers or agents unseaworthy or not adapted to the service of this contract or if such officers or agents shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of science the vessel which shall be disapproved of or in which such deficiency defect or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her Majesty's mails until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners

That the Contractors and all commanding and other officers of the vessels to be employed in the performance of this contract and all agents seamen and servants of the Contractors shall at all times during the continuance of this contract punctually attend to the orders and directions of the said Commissioners or of any of their officers or agents as to the landing delivering and receiving Her Majesty's mails

That all and every the sums of money hereby stipulated to be paid by the Contractors their executors or administrators 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 Commissioners or their agents each and every of such sums of money may be deducted and retained by the said Commissioners out of the monies payable to the Contractors their executors or administrators under this contract or the payment thereof enforced with full costs of suit at the discretion of the said Commissioners

That the Contractors shall and will when and as often as in writing they or the masters of their respective vessels shall be required so to do by the said Commissioners or by such 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 on board each and every or any of the vessels to be employed in the performance of this contract (in addition to the naval officer or other person authorized to have the charge of the said mails) any officers in the navy army or civil service of Her Majesty not exceeding Four in any one ship, as chief-cabin passengers with their wives and families and any persons not exceeding Four in any one ship as fore-cabin passengers with their wives and families together with the servants of both chief and fore-cabin passengers and any number of seamen marines soldiers or artificers not exceeding Ten in any one ship with their wives and families as deck passengers to be always provided with adequate protection from rain sun and bad weather and not exposed on deck without such competent shelter as long notice as practicable being given to the Contractors when accommodation shall be required for the wives or children of such officers or other persons

That commissioned officers their wives and families be considered as chief-cabin passengers non-commissioned officers their wives and families as fore-cabin passengers and seamen marines private soldiers artificers and their wives and families as deck passengers and the said servants (in respect of accommodation) as the servants of chief-cabin passengers

That each field officer and every naval officer of equal or superior rank shall be allowed Ninety cubic feet of space in measurement for baggage provided (except in the case of the Royal Engineers) such allowance shall not exceed Eighteen hundred-weight in weight and all other officers in Her Majesty's naval and military service and officers in the civil service Sixty cubic feet each and that (except in the case of the Royal Engineers) such allowance shall not exceed Twelve hundred-weight in weight

That the Royal Engineers shall be allowed the same measurement but to extend in weight to Twenty-seven hundred-weight for field officers and Eighteen hundred-weight for every other officer of the Royal Engineers

That soldiers of the Royal Artillery and Sappers and Miners and their wives shall be allowed Six cubic feet each for baggage and all married officers when accompanied by their wives or families a further allowance not exceeding one-half of that before mentioned according to their rank and corps

That for every company of the Royal Artillery embarked there shall be conveyed free of all charge the proper proportion of light field-pieces if required and that any hammocks and bedding which may be sent out for the use of the troops or other persons embarked shall be placed in charge of the officer authorized to have charge of Her Majesty's mails and be brought back to England if required free of any charge for freight

That the victualling of officers their wives and families conveyed as chief-cabin passengers shall be the same as is usually allowed by the Contractors to chief-cabin passengers their wives and families the victualling of non-commissioned officers their wives and families conveyed as fore-cabin passengers shall be the same as is allowed to the boatswain and carpenter of the Contractors' steam ships and the victualling of seamen marines soldiers and arti-

TENDERS AND CONTRACTS FOR CARRYING THE

Officers their wives and families conveyed as deck passengers shall be the same as is allowed to the seamen of the Contractors' steam ships and the victualling of the servants of officers whether chief or fore-cabin passengers shall be the same as the servants of other chief and fore-cabin passengers

That the passage-money shall be paid (in full of all charges for mess including a pint of port or good foreign white wine and one bottle of malt liquor per day) for each officer conveyed as a chief-cabin passenger and one gill of spirits for each non-commissioned officer seaman marine soldier artificer and servant conveyed as a fore-cabin or a deck passenger at and after the rates mentioned in the following Table

TABLE of RATES of PASSAGE.

	CHIEF-CABIN PASSENGERS.				FORE-CABIN PASSENGERS.				DECK PASSENGERS.			
	Officer.	Lady.	Children between 8 and 12 Years.	Children between 3 and 8 Years.	Man.	Woman.	Children between 8 and 12 Years.	Children between 3 and 8 Years.	Man.	Woman.	Children between 8 and 12 Years.	Children between 3 and 8 Years.
	£. s.	£. s.	£. s. each.	£. s. each.	£. s.	£. s.	£. s. each.	£. s. each.	£. s.	£. s.	£. s. each.	£. s. each.
Liverpool to Halifax, or Halifax to Liverpool	30 -	25 -	12 10	6 5	15 -	15 -	7 10	3 15	4 -	4 -	2 -	1 -
Halifax to Boston, or Halifax to New York, or New York or Boston to Halifax	4 -	2 -	1 -	- 10	3 -	2 -	1 -	- 10	2 -	1 -	- 10	- 5
Liverpool to New York direct, or by the way of Halifax or New York to Liverpool direct, or by the way of Halifax	34 -	27 -	13 10	6 15	18 -	17 -	8 10	4 5	6 -	5 -	2 10	1 5

Memorandum.—Children under Three years of age to be carried free and male servants to be charged One-half and female servants Two-thirds of the rates charged for their employers

That the payment for the passage ordered at the expense of the public for any person shall only be made on the production of the order for the passage and of a certificate from the person in the following form namely

I hereby certify that on the _____ I embarked at _____
as a _____ passenger on board the mail steam-packet _____
for passage to _____ and landed at _____ on the _____

To this certificate the following addition is to be made in every case of a male cabin passenger namely

I further certify that the first dinner meal taken on board was on the _____
and the last dinner meal on the _____ Dated this _____
day of _____

And the correctness of the dates must be corroborated by the master of the packet adding underneath the passenger's signature

"The dates inserted in this certificate are correct"

(Signature)

Master of the Packet

That the passage-money for the families and wives of officers shall be paid to the Contractors by the officers themselves at rates never exceeding those contained in the before-mentioned Table

That the passengers hereinbefore mentioned or referred to are to be exclusive of any men to be sent home under the provisions of the Act 11 Geo. 4, c. 20, the rate of passage for whom is to be and to be paid for in accordance with the provisions of that Act

That whenever the Contractors shall convey any soldiers as deck passengers other than those specially provided for by this contract the Contractors shall provide them with adequate protection from rain sun and bad weather and they shall not be exposed on deck without such competent shelter

That the Contractors their executors or administrators shall and will receive on board each and every of the said vessels employed in the performance of this contract any number of small packages containing astronomical instruments charts medicines wearing apparel or other articles and convey the same to and from and between all or any of the said ports or places to or from which Her Majesty's mails are to be conveyed in the performance of this contract when and as often as directed by the said Commissioners or their secretary or agents duly authorized free from all costs and charges And also shall and will receive on board each and every of the said vessels and convey to and from and between all or any of the same ports or places any naval or other stores not exceeding Five tons in weight at any time at the usual rate of freight charged by the Contractors for private goods (but which shall never be more than after the rate of Five pounds per ton) on receiving from the said Commissioners

Commissioners or their secretary for the time being or any of their officers or agents Two days' previous notice of its being their intention to have such stores so conveyed

And the said Commissioners in consideration of the premises and of the Contractors their executors and administrators and their officers servants and agents at all times during the continuance of this contract strictly and punctually performing the services hereinbefore contracted to be performed and the covenants and agreements hereby entered into by them the Contractors do (for and on behalf of Her Majesty Her heirs and successors) agree with the Contractors their executors and administrators that the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the Contractors their executors and administrators by bills at sight payable by Her Majesty's Paymaster-general a sum after the rate of £. 85,000 per annum for the performance of the services between Liverpool and Halifax and between Halifax and Boston and for the performance of the services between Liverpool and New York (either direct or by the way of Halifax as may be required as aforesaid) an additional sum after the rate of £. 60,000 per annum (making together the sum of £. 145,000 for the whole of the services hereby contracted to be performed) by quarterly payments and with a proportionate part of those respective sums should this contract terminate on any other day than a day of quarterly payment the first quarterly payment of the sum of £. 85,000 to become due on the 30th day of September 1846 And the first quarterly payment of the sum of £. 60,000 at the termination of Three calendar months from the commencement of the services for which such payment of £. 60,000 is hereby agreed to be made

And it is hereby agreed and declared that this contract shall commence on the day of the date hereof and shall continue in force for Ten years from the day on which the first vessel shall leave Liverpool for New York with Her Majesty's mails on board and which shall not be later than the first Saturday in January 1848 and thenceforward until Twelve calendar months' notice in writing shall be given by either of the said parties to the other of them that the same shall determine and at the expiration of such notice this contract shall determine accordingly but not so as to prevent either of the said parties availing themselves of this contract for recovering any sum of money or damages should there have been any breach of this contract previously to the determination of the same Provided always nevertheless that the Contractors their executors and administrators shall have power and be at liberty on giving to the said Commissioners a notice in writing of Twelve calendar months at any time after the expiration of One year from the commencement of this contract and on payment to Her Majesty Her heirs or successors of the sum of £. 20,000 to relinquish and terminate this contract at the expiration of such notice and that the said Commissioners shall then have the option of purchasing from the contractors their executors and administrators all or any of the vessels employed in performance of this contract at the time of the determination thereof at such valuation as shall be put thereon by two arbitrators one to be chosen by the said Commissioners and the other by the contractors their executors or administrators or in case of the arbitrators differing by an umpire to be chosen by such two arbitrators before they proceed with the reference it being expressly understood and agreed that the payment of such valuation shall not be made until the said Commissioners shall have obtained the money by means of a Parliamentary Grant or otherwise and that the joint and concurrent award of the said arbitrators or the separate award of the said umpire if and when the said arbitrators cannot agree shall be binding and conclusive upon all parties

And it is agreed that any submission which may be made to arbitration in pursuance of this contract shall be made a rule of Her Majesty's Court of Exchequer pursuant to the statute in that case made and provided and that any witnesses examined upon any reference may be examined upon oath

And it is hereby agreed that if at any time and so long as the contractors shall make it appear to the satisfaction of the Commissioners of Her Majesty's Treasury for the time being (but not otherwise) that from any change in the relations between this kingdom and any foreign state or from war or other causes distinctly of a public and national character to be judged of by the same Commissioners the rate of insurance for steam-vessels and the freight payable by the Contractors for coals which may be used in the performance of this contract and the rate of insurance on such coals shall have been raised above the rates actually payable for the same at the date of this contract the Contractors shall be paid an additional sum of money according to the increase of the said rates but the said additional sum of money for freight shall be paid in respect of Forty thousand tons of coals per annum and no more and the amount of any additional sum of money to be paid in any case or under any circumstances either for insurance and freight or otherwise shall not exceed the rate of Forty thousand pounds per annum but in no case whatever shall any additional sum be paid unless it shall have been proved to the satisfaction of the said Commissioners that such additional expenses equal to the amount claimed have been actually and bonâ fide incurred and paid by the Contractors

And it is hereby further agreed and provided that the Contractors their executors or administrators shall not assign underlet or otherwise dispose of this contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach of this contract on the part of the Contractors their executors or administrators it shall be lawful for the Commissioners for executing the office of Lord High Admiral for the time being (if they think fit and notwithstanding there may or may not have been any former breach of this contract) by writing under their hands or under the hand of their secretary for the time being to determine this contract without any previous notice to the Contractors their executors or administrators or their agents nor shall the Contractors their executors or administrators be entitled to any compensation in consequence

of such determination but even if this contract be so determined the payment of the sum of money hereinafter agreed to be made shall be enforced should the same be not duly paid by the Contractors And it is also agreed that the notices or directions which the Commissioners for executing the office of Lord High Admiral or their secretary officers or other persons are hereby authorized and empowered to give to the contractors their executors or administrators officers servants or agents may at the option of the same Commissioners or their secretary officers agents or other persons be either delivered to the master or commander or other officer agent or servant of the Contractors their executors or administrators in the charge or management of any vessel to be or while employed in the performance of this contract or be left at the last known place of business or abode in England or Scotland either of the said Samuel Cunard or George Burns or Charles Mac Iver their executors or administrators and any notices or directions so given or left shall be as binding on the said Samuel Cunard George Burns and Charles Mac Iver their executors or administrators as if duly served upon or left with them And it is hereby agreed that the hereinbefore recited contract bearing date on or about the 28th day of August 1841 and made between the Commissioners for executing the office of Lord High Admiral on behalf of Her Majesty of the one part and Samuel Cunard George Burns and David Mac Iver (since deceased) of the other part shall be deemed and be considered to be and is hereby terminated and annulled

And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22d 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" it is hereby expressly declared and agreed and these presents are upon this express condition and the Contractors do covenant for themselves their heirs executors and administrators that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom

And lastly for the due and faithful performance of all and singular the covenants conditions provisions clauses articles and agreements hereinbefore contained which on the part and behalf of the Contractors their heirs executors or administrators are or ought to be observed performed fulfilled or kept the said Samuel Cunard George Burns and Charles Mac Iver 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 Thirty thousand pounds 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 Commissioners for executing the said office of Lord High Admiral and the said Samuel Cunard George Burns and Charles Mac Iver (over and above any other sum or sums (if any) which may be payable) in case of the failure of the said Samuel Cunard George Burns and Charles Mac Iver their heirs executors or administrators in the due execution of this contract or any part thereof

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

H. J. Rous (L. S.)
Henry Fitzroy (L. S.)
S. Cunard (L. S.)
George Burns (L. S.)
Charles Mac Iver (L. S.)

Signed sealed and delivered by the said Commissioners and by the said Samuel Cunard and George Burns in the presence of

John James, Admiralty

Signed sealed and delivered by the said Charles Mac Iver in the presence of at
 Liverpool

E. Arnaud
 Collector H. M. Customs

(Attested)

John James
 Chief Clerk Contract Department Admiralty.

HALIFAX AND UNITED STATES MAIL CONTRACT.

COPY of a MEMORIAL from Merchants, &c., of *Birmingham* to the Lords of the Treasury, relative to the *Halifax* and *United States* Mail Contract.

To the Right Honourable Sir *Robert Peel*, Bart., First Lord of Her Majesty's Treasury.

The MEMORIAL of Merchants, Manufacturers and others, of *Birmingham*.

Showeth,

THAT your Memorialists observe that a new contract is about to be made with the *Halifax* and *Boston* Company, for carrying 20 Mails per annum between England and the United States, by the way of *New York*, in addition to the monopoly the same Company at present enjoys between *Liverpool* and *Halifax* and *Boston*.

That your Memorialists hear, and can easily believe, that the effect of this arrangement will be to drive from the line, which their zeal, enterprize and ability was the first to establish, the ships belonging to the *Great Western Steam Ship Company*, which Company really led the way, and by its successful example was the founder of *Transatlantic steam navigation*.

That a monopoly, supported by a heavy grant from Government, enables the contracting party to charge high passengers' fares. On the American lines the charges have been moderate by the *Great Western Company's* ships, in which 38*l.*, the charge by the *Boston* line, is represented by 30*l.* in the *Great Western*, and 25*l.* in the *Great Britain*, except when either of those ships sail at or about the same time as a *Boston* boat, when they also have been in the habit of lowering their fares, which shows the benefit of competition.

That your Memorialists trust you will be pleased to take the very great claims of this Company, and the interests of the public, into your consideration; and that you will devise some plan by which its ships may be maintained on their line. They pray you, in fact, to allow the Company to participate in the new contract, which, seeing that their charges are lower to the public, and that, without the aid of Government, they have managed to live, they would possibly have undertaken on better terms than the Government has been in the habit of paying the competing and more fortunate Company, if the contract had been, as in common justice it should have been, open to competition.

(signed) *Wm. Chance, Sons & Co.*,
Merchants,
and by 33 other Merchants and Manufacturers.
