

Departure and arrival, &c., of vessels.

9. One of such vessels shall, on such days of the week, and at such hours as the Postmaster-General shall appoint, and immediately after the mails are embarked, put to sea from, touch, and arrive at the several ports or places respectively mentioned in the table hereunder written; and all such vessels shall convey the said mails as mentioned in such table, and all the stipulations, matters, and things therein contained shall form part of this agreement, and be observed and performed by the Company accordingly. And the Company shall convey in such vessels to and from, and cause to be delivered and received at such of the ports or places mentioned in the said table from or at which the said vessels are to start, touch, and arrive, in the performance of this agreement, all such mails as shall or may be tendered or delivered to or received by the Company, or any of their agents, officers, or servants, by or from the Postmaster-General, or any of his officers or agents.

Power to delay departure of vessels.

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

Also to alter times of departure and arrival.

11. If at any time or times the Postmaster-General shall desire to alter the particular days, times, or hours of departure from and arrival at any of the ports or places to or from which Her Majesty's mails are to be conveyed under this agreement, he shall be at liberty so to do on giving three calendar months' notice in writing of such his desire to the Company, provided such alterations do not necessitate an increase of speed.

Power to otherwise modify services.

12. If at any time or times the Postmaster-General shall desire otherwise to modify the services hereby agreed to be performed (as, for example, to increase or decrease the frequency of the conveyance of mails between any of the ports or places to or from which such mails are to be conveyed under this agreement, or to extend the conveyance of such mails to any other ports or places not specified in this agreement, or to discontinue the conveyance of such mails to or from any port or place specified in this agreement) he shall be at liberty so to do, and in particular (and not so as to qualify the generality of this clause) he shall be at liberty to substitute Brindisi for Marseilles, as one of such ports, on giving reasonable notice to the Company, and on paying to them for such increased or extended services such further consideration; and in the event of the services hereby agreed to be performed being reduced, on his paying to them such reduced consideration as may, in either of such cases, be mutually agreed upon between the Company and the Postmaster-General, or failing such mutual agreement, by arbitration, in the manner hereinafter provided.

Altered times of departure and arrival to be observed.

13. The particular days, times, and hours of departure from and arrival at any of such ports or places, or other services (if any) which may be appointed by any alteration under the two preceding clauses, or either of them, shall, for the time being, be deemed to be the days, times and hours of departure and arrival of mails, and other services under this agreement, and shall be observed and kept by the Company accordingly.

Penalty for delay.

14. If the Company shall fail to deliver Her Majesty's mails at any port at which the same ought to be delivered in pursuance of this contract for twenty-four hours or more after the time at which the same ought to be delivered, according to the provisions of this contract, which shall for the time being be in force, then and in every such case the Company shall forfeit and pay to Her Majesty, her heirs, and successors, the sum of £50 for every complete period of twenty-four hours during which the delivery of such mails shall be delayed beyond the time at which the same ought to be delivered as aforesaid: Provided always, that the payment of any such penalty as aforesaid shall not be enforced against the Company if it be shown by them to the satisfaction of the Postmaster-General that the delay has arisen from causes over which they, the Company, had not and could not have had any control.

Premium for acceleration.

15. If the Company shall deliver Her Majesty's mails at any port at which the same ought to be delivered in pursuance of this contract twenty-four hours or more before the time at which the Company is bound to deliver the same, according to the provisions of this contract which shall for the time being be in force, then and in every such case Her Majesty's Postmaster-General shall pay the Company a premium of £25 for every complete period of twenty-four hours by which the delivery of such mails shall have been accelerated as aforesaid.

Allowances for Monsoon months.

16. Provided always, and it is hereby declared that any extra time to be allowed during the seasons of the south-west and north-east monsoons shall be taken into account in all questions relating to penalties but shall not be taken into account in any question relating to premiums.

Penalty for failure to provide vessel.

17. If the Company fail to provide an efficient vessel at any of the several ports or places at which such vessel ought to be provided in accordance with the terms of this agreement ready to put to sea on and at the appointed day and hour, then, and so often as the same shall happen, the Company shall forfeit and pay unto Her Majesty, her heirs and successors, the sum of £500, and also the further sum of £100, for every successive twenty-four hours which shall elapse until such vessel actually pro-