

(not exceeding two in any one ship) with or without their wives and children as second-class passengers and any number of Government contract passengers (not exceeding ten in any one ship) with or without their wives and children as third-class passengers to be berthed below deck (due notice being given if practicable to the Company or to their agent at the port of embarkation of all such passengers as may be required to be received provided for victualled and conveyed as aforesaid) and that whenever the Company shall convey any third-class Government contract passengers (other than those hereinbefore specially provided for) the Company shall provide them with proper accommodation below deck.

21. That the passage money for all passengers to be conveyed on the requisition of the Postmaster-General or any person acting under or by his authority other than and except the naval officer in charge of mails and his servant (if any) or the civil officer of the Post Office in charge thereof and his assistant (if any) shall be paid in full of all charge for mess and victualling at and after the fares and rates charged by the Company for ordinary passengers of a similar description or in cases where there is no charge to correspond at such rates as may be agreed upon between the Lords Commissioners of the Admiralty and the Company.

22. That Government contract passengers shall be treated in no respect whatever in an inferior manner to ordinary passengers of the same class and in a manner at least equal to that required by the regulations of Her Majesty's Transport Service and the messing of the first and second-class Government contract passengers shall include each day an imperial pint of good sound bottled or draught ale or beer and that of the first class in addition an imperial pint of good foreign wine either port or white. The several classes of Government contract passengers shall mess in separate places and they shall be provided free of extra charge with medical attendance medicine and medical comforts and with mess utensils and fittings cooking utensils articles for table use mess places cabins and berths fuel lights requisite articles of bedding and all other necessaries and all third-class Government contract passengers shall have hammocks or bunks subject to the approval of the naval authorities placed between decks.

23. That the passage money for Government contract passengers shall be the same as that charged by the said Company for ordinary passengers of a similar kind and shall include everything specified in the last preceding article of this agreement and the freight of baggage according to Government scale and returns of the embarkation and disembarkation of all Government contract passengers shall be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

24. That whenever any alterations of rates for ordinary passengers shall be made by the said Company notices of such alterations shall forthwith be given by the Company to the Postmaster-General and the Lords Commissioners of the Admiralty.

25. That payments for passage money of Government contract passengers shall be applied for by invoices (according to a form to be obtained from the office of the Director of Transport Services) to be lodged in the office of the Accountant-General of the Navy by the said Company or their successors and upon the production to such Director of the orders for the passages together with a certificate under the hand of the Commanding Officer specifying the number of the third-class passengers (men women and children) conveyed with the ages and sexes of such children and stating the periods during which such third-class passengers have been regularly supplied while on board with provisions and also a certificate under the hand of each first and second-class passenger of his or her having been landed at the place of destination and of having been properly accommodated and messed during the voyage and specifying the dates inclusive from and to which they were so messed computed from the first to the last dinner meal and upon the lodging of such invoices as aforesaid bills for the amounts which after examination shall be found to be due thereon shall be made out to the said Company or their successors payable by Her Majesty's Paymaster-General in three days from and after the respective dates thereof.

26. That the passage money for the families and wives of commissioned and civil or other persons when not ordered to be conveyed at the public expense shall be paid to the Company by the officers themselves at the rates charged to ordinary passengers of a similar description.

27. That the Company will receive on board of every such vessel any number of small packages containing astronomical instruments charts wearing apparel medicines or other articles and convey and deliver the same to from or between the said ports or places to from or between which the said mails are to be conveyed when and as often as directed by the Postmaster-General his officers or agents or by the British Naval Officer in command of the station or at any port where the vessel may touch free from all costs and charges and also will receive on board of every such vessel and convey and deliver to from and between all or any of the said ports or places (on receiving from the Postmaster-General his officers or agents or from the British Naval Officer in command of the station two days' previous notice) any naval or other stores not exceeding ten tons in weight or fifteen tons of forty cubic feet each in measurement at any one time in any one vessel at the lowest rate of freight charged by the Company for private goods of a similar description and that the Company shall in all cases be strictly responsible for the due custody and safe delivery of the said packages articles and stores and shall give immediately notice to the said Commissioners of any alteration in the rate of freight charged by them for private goods provided always that stores consisting of liquids chemical preparations or other articles of a dangerous or damaging nature shall not be ordered to be conveyed under this agreement.

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

29. And in consideration of the due and faithful performance by the said Company of all the services hereby agreed to be by them performed the said Postmaster-General doth hereby covenant and