

as possible, after the suspension of a scholar to examine into the case, and decide whether he shall be expelled:—

- (9.) To expend through the Head Master or otherwise such sums as may be placed at their disposal by the Superintending Inspector of Schools.

7. For the purpose of transacting business, three Members of such Local Board shall form a quorum.

8. The Teacher, and Assistant Teachers, if any, in this School (who shall be termed respectively the Head Master and Assistant Masters or Mistresses) shall be appointed by the Governor on the joint recommendation of the Board of Education and of the Superintending Inspector of Schools, and Masters or Mistresses so appointed may be dismissed at three months' notice (which notice shall also be required in case of resignation of office):—Provided that in case of bad conduct, immorality or intemperance, established to the satisfaction of the Board of Education (whose judgment shall be final) a Master or Mistress may be dismissed by the Governor at any time without notice.

9. An examination of the said School shall be held once a year, at such time or times as may be appointed by the Board of Education, and shall be conducted by an Examiner or Examiners appointed by the said Board and remunerated at a rate fixed in each case by the said Board with the approval of the Governor.

10. The Board of Education shall from time to time make By-Laws and Regulations not inconsistent with, but for the better carrying into effect of this Scheme for the purpose of the management of the said School.

11. Any scholar in the said School, shall, at the request of the parents or guardians of such scholar, be exempted from any religious instruction or observance in the said School.

No. 383.

22nd August, 1895.

THE GOVERNOR directs the publication, for general information, of the following Articles of Agreement, between the Postmaster General, London, and the Royal Mail Steam Packet Company, for the conveyance of West India Mails, from the 1st ultimo, for five years.

By Command,

FRED. EVANS, Colonial Secretary.

WEST INDIA MAILS.

Her Majesty's Postmaster General and the Royal Mail Steam Packet Company.

ARTICLES OF AGREEMENT under seal made and entered into this 24th day of May 1895 BETWEEN the Right Honourable ARNOLD MORLEY M.P. Her Majesty's Postmaster General (who and whose successors in office for the time being are intended to be herein-after included in the term "the Postmaster General") on behalf of Her Majesty of the first part THE ROYAL MAIL STEAM PACKET COMPANY whose principal Office is at No. 18 Moorgate Street in the City of London (hereinafter called "the Company") of the second part and SPENCER HENRY CURTIS of No. 171 Cromwell Road in the County of London and of No. 23 Rood Lane in the said City of London Esquire and SIR JOSEPH SAVORY of Buckhurst Park Sunning Hill in the County of Berks, Baronet M.P. of the third part THESE PRESENTS WITNESS that in consideration of the matters herein-after appearing it is hereby agreed and declared between and by the parties hereto and the Postmaster General (as to the covenants agreements and stipulations hereinafter contained on his part) BOTH HEREBY covenant and agree with the Company and the Company (as to the

covenants agreements and stipulations herein-after contained on their part) DO HEREBY covenant and agree with the Postmaster General in manner following (that is to say):—

Interpretation of Terms.

1. For all the purposes of these presents the term "mails" shall be understood to comprehend all bags boxes baskets or packages of letters post-cards newspapers books printed papers patterns and parcels and every other article which under the Regulations of the Post Office for the time being is transmissible by the post without regard either to the country or place to which they may be addressed or to the country or place in which they may have originated and also all empty bags boxes baskets or other receptacles and all stores and other articles used or to be used in carrying on the Post Office service which shall be sent by to or from any Post Office in any country or place to or from which Mails are required to be conveyed in pursuance of this Agreement.

The term "Parcel" means a parcel within the meaning of the Post Office (Parcels) Act 1882;

The term "Postal Packet" means any article for the time being in course of transmission by post and includes a parcel;

The term "Mail-ship" means a vessel provided for the conveyance of Mails under this Agreement.

Services to be performed.

2.—(1.) Subject to the provisions of this Agreement the Company shall and will once in every fortnight during the continuance of this Agreement at their own costs and charges in all respects convey or cause to be conveyed in each direction between the United Kingdom and Colon in the West Indies and between Barbados in the West Indies and such other ports or places in the West Indies as are mentioned in the First Schedule hereto all Mails which the Postmaster General or any of his deputies officers servants or agents shall from time to time require to be conveyed.

(2.) All such Mails shall be conveyed at the respective intervals of time and on the four several routes mentioned in the said First Schedule by means of mail-ships of the character herein-after specified.

3.—(1.) Subject to the provisions of this Agreement one of the mail-ships shall once in every fortnight put to sea from the port or place of departure on each of the said routes at the day and hour specified in the table set forth in the Second Schedule hereto and therein specified to be applicable to such route or so soon after such day and hour as the Mails are embarked on board such mail-ship and such mail-ship shall proceed on her voyage and shall arrive at and leave the several ports or places of call on the said route and arrive at the port or place of destination on the said route at the respective times specified in the said table or (in the case of departure) so soon thereafter as the Mails are embarked and one of such mail-ships shall on the return voyage in like manner once every fortnight put to sea from the port or place of departure on the said route at the day and hour specified in the table set forth in the said Second Schedule as applicable to such route or so soon after such day and hour as the Mails are embarked on board such mail-ship and such mail-ship shall proceed on her voyage and shall arrive at and leave the several ports or places of call on the said route and arrive at the port or place of destination on

such return voyage on the said route at the days and hours specified in the said table or (in the case of departure) so soon thereafter as the mails are embarked.

(2.) Each such mail-ship shall (due regard being had to the requirements of the passenger and goods traffic carried on by the Company by means of such mail-ship) stop at the several places mentioned in the table applicable to the route on which she is employed during the time specified in such table and shall so far as is consistent with this and the other provisions of this Agreement perform her voyage between each two places on the said route in the time specified in such table.

(3.) The several days and hours and times specified in the said tables or such other days hours and times as may be substituted therefor in accordance with the provisions of this Agreement are in this Agreement referred to as the "appointed days hours and times."

4.—(1.) Subject to the provisions of this Agreement all Mails to be conveyed under the provisions of this Agreement shall be so conveyed by the Company from the port or place of departure to the port or place of destination on each of the said routes within the following complete and entire periods that is to say:—

From Southampton to Colon within 449 hours.

" Colon to Plymouth	" 443 "
" Barbados to Demerara	" 39 "
" Demerara to Barbados	" 39 "
" Barbados to Tobago	" 55 "
" Tobago to Barbados	" 61 "
" Barbados to St. Thomas	" 92 "
" St. Thomas to Barbados	" 83 "

(2.) Such complete and entire periods are in this Agreement referred to as "periods of transit" and shall be calculated in the manner herein-after specified and shall respectively include all stoppages of the mail-ships on the said several routes.

5.—(1.) Each period of transit shall be deemed to commence so soon after the time appointed for the departure of the mail-ship or after the completion of the embarkation of the Mails intended to be thereby conveyed whichever shall last happen as having regard to practical considerations the anchor of such mail-ship can be weighed or the mail-ship can be loosed from her moorings and each such period of transit shall be deemed to have ended when the mail-ship has arrived and the delivery of the Mails has commenced or the mail-ship has been anchored or moored in some position at the port or place of destination from which the Mails can be conveniently disembarked.

(2.) The times of commencement and completion of each period of transit shall be ascertained and recorded and all calculations in connection therewith shall be made by officers of the Postmaster General in pursuance of arrangements to be from time to time made by him for such purpose and the decision of the Postmaster General as to all questions relating to periods of transit shall be final and conclusive.

6. Should it be deemed by the Postmaster General his officers or agents requisite for the public service that any mailship should delay her departure from any port from which the Mails are to be conveyed under this Agreement beyond the time appointed for her departure therefrom the Postmaster General or any of his officers or agents may order such delay (not however exceeding 24 hours) by letter addressed to the master of any such mail-

ship or any person acting as such and any such letter shall be deemed a sufficient authority for such detention and in any such case such addition shall be made to the period of transit during which such detention shall take place as the Company may prove to be due to such detention.

7. If the Company for their own purposes shall at any time run in either direction between Colon and Savanilla or between Colon and Limon a mail-ship which is for the time being employed under this Agreement on Route No. 1 in the said First Schedule specified the Company shall without any further payment than the subsidy specified in this Agreement convey in every such mail-ship between and cause to be delivered at any of the said ports respectively all Mails which the Postmaster General or any of his deputies officers servants or agents shall from time to time require to be so conveyed and delivered.

Character of Mail-ships and conditions of Mail Service.

8.—(1.) Every mail-ship shall be a good substantial and efficient steam vessel of adequate power and speed and supplied with first rate appropriate steam engines and in all respects suited to the performance of the services herein agreed to be performed within the respective times herein stipulated and shall be provided and kept by the Company seaworthy and in complete repair and readiness to the satisfaction of the Postmaster General.

(2.) In particular and without prejudice to the generality of the preceding provision each of the mailships on the Route No. 1 in the said Schedule specified shall be of not less than 3,669 tons (gross measurement) and of not less than 600 horse power (nominal) and shall maintain throughout every voyage on the said Route No. 1 (exclusive of the several stoppages specified in the table applicable to such Route) an average rate of speed of not less than 13 knots per hour and the mail-ships on the routes No. 2 No. 3 and No. 4 respectively described in the said Schedule shall be of not less than 1,864 tons (gross measurement) and of not less than 250 horse power (nominal) and shall respectively maintain throughout every voyage on the same routes respectively (exclusive of the several stoppages specified in the Tables applicable to such Routes) the respective average rates of speed following (that is to say)—On Route No. 2 an average rate of speed of not less than 10 knots per hour and on Route No. 3 and Route No. 4 respectively an average rate of speed of not less than 8½ knots per hour.

9. Every mail-ship shall be always furnished with all necessary and proper tackle stores boats fuel lamps oil tallow provisions machinery engines anchors cables firepumps and all other proper and requisite means of extinguishing fire lightning conductors charts chronometers proper nautical instruments and all other furniture and apparel and whatsoever else may be requisite for equipping such mail-ship and rendering her constantly efficient for the said services and shall be manned with legally qualified and competent officers with appropriate certificates granted pursuant to the Acts in force for the time being relative to the granting certificates to officers in the Merchant Service and also with competent engineers and a sufficient crew of able seamen and other men and with a competent surgeon.

10. Every mail-ship and the equipment officers engineers and crew of such mail-ship when in any British port shall be subject at all times to the inspection of the Postmaster General or of such other person or persons as he shall at any time authorise to make such inspection.

11. If the Postmaster General shall at any time consider any mail-ship unfit for service under this Agreement he may require the company to show cause why such mail-ship should not be withdrawn from the service and unless the Company forthwith show cause to the contrary to the satisfaction of the Postmaster General he may declare such mail-ship to be unfit for service under this Agreement and after such declaration shall have been made the Company shall not employ such mail-ship in the performance of this Agreement. In order to determine whether the Postmaster General shall be justified in declaring any mail-ship unfit for service or whether the Company shall be able to show cause to the contrary a special examination may be made of the hull and machinery of any such mail-ship by one or more persons to be selected by the Postmaster General.

12. The Company shall at their own cost provide on each of the mail-ships a separate and convenient room or rooms for the convenient and secure deposit of the Mails under lock and key and the Company shall be responsible for the safe conveyance and delivery of the Mails by means of the mail-ships.

13.—(1.) The Company shall at their own cost land and embark the Mails and convey the same to and from the room to be provided for the deposit of the Mails as aforesaid.

(2.) The Company and all officers agents and servants of the Company or of any mail-ship shall at all times punctually attend to the orders and directions of the Postmaster General his deputies officers or agents as to the mode time and place of landing delivering and embarking the Mails and shall at all times protect the Mails to the utmost of their power.

14. The master or commander of every mail-ship shall without any remuneration other than the subsidy hereinafter provided to be paid to the Company take charge of the Mails and shall adopt all necessary measures and precautions for the safety of the Mails to the satisfaction of the Postmaster General his officers and agents.

15. Each of such masters or commanders shall make the usual declaration or declarations required or which may hereafter be required by the Postmaster General in such and similar cases and furnish such journals returns and information and perform such services in connection therewith as the Postmaster General or his agent may require and every such master commander or officer duly authorised by him having the charge of Mails shall himself immediately on the arrival of the mail-ship at any port or place deliver all Mails addressed to or intended for delivery at such port or place into the hands of the Postmaster of such port or place or of such other person at such port or place as the Postmaster General shall authorise to receive the same and shall in like manner receive all the return or other Mails to be forwarded in due course.

16. The Company shall undertake and make all necessary and proper arrangements relative to quarantine which may be required in respect of the mail-ships.

17. The Company shall be responsible for the

loss or damage of any parcel or Registered Postal Packet of any kind conveyed or tendered for conveyance under this Agreement unless such loss or damage be caused or occasioned by Act of God the Queen's enemies pirates restraints of princes rulers or people jettison barratry fire collision or perils or accident of the sea river and steam navigation or by any act neglect or default of the pilot master mariners or other servants of the Company in or about the navigation of any mail-ship and in the event of any such loss or damage (except as aforesaid) the Company shall be liable to pay the Postmaster General in respect of each Parcel or Registered Postal Packet so lost or damaged (subject to the proviso hereinafter contained) such sum of money as shall be equal to the amount which may have been awarded and paid by the Postmaster General at his sole option and discretion to the sender or addressee of such Parcel or Registered Postal Packet as compensation for the loss or damage thereof but not in any case exceeding one pound per Parcel or two pounds per Registered Postal Packet.

18. The Company shall not nor shall any master or commander of any vessel belonging to or chartered or employed by the Company receive or permit to be received on board any such vessel any letter for conveyance other than those contained in Her Majesty's Mails and such letters as are not required by Law to pass through the Post Office nor shall the Company or any such master or commander receive or permit to be received on board any vessel any Mails for conveyance on behalf of any British possession or any Foreign country without the consent of the Postmaster General and the entire postage of all Mails conveyed by any mail-ship shall in all cases belong to the Postmaster General and be absolutely free from all claims or demands whatsoever of or by the Company under or by virtue of this Agreement or otherwise.

19. The Company shall not convey in any mail-ship any article which shall have been legally declared specially dangerous or any nitro-glycerine.

Modification of Services.

20.—(1.) The Postmaster General may at any time alter the appointed days hours and times on giving to the Company three calendar months' notice in writing of his intention so to do provided such alterations do not necessitate any increase in the respective rates of speed which under the provisions herein-before contained are to be maintained by the respective mail-ships and are made with due regard to the requirements of the passenger and goods traffic carried on by the Company by means of such mail-ships.

(2.) In particular and without prejudice to the generality of the preceding provisions the Postmaster General may at any time diminish or increase the appointed time during which any mail-ship shall stop at any port on any route and in such case the period of transit applicable to such route shall be diminished or increased by such time as the Postmaster General or the Company may prove to be fair under the circumstances.

21.—(1.) If at any time the Postmaster General shall desire to modify the services hereby agreed to be performed by substituting Port Castries in the Island of St. Lucia for Barbados as the port in the West Indies appointed for the exchange of Mails and for the commencement and termination of the routes specified in the said First Schedule and there-

in numbered 2, 3, and 4 he shall be at liberty so to do on giving six calendar months' notice in writing of such his desire and in such case and from and after the time named for such purpose in such notice Port Castries shall for all the purposes of this Agreement be substituted for the Port of Barbados.

(2.) Notwithstanding the foregoing provisions Port Castries shall not be substituted for Barbados as aforesaid unless there are provided free of expense to the Company suitable space and position in the former harbour for laying down moorings for all the Company's mail-ships to meet to exchange Mails and carry on their passenger and goods traffic and to coal as well as the necessary wharf accommodation and facilities for coaling and other work and a site for such buildings as may be requisite for such work and unless the Company shall be guaranteed by the authorities of the Island of St Lucia that the Company's moorings and wharf accommodation shall be kept clear for the Company's purposes.

(3.) Any questions arising under this clause as to the fulfilment of the conditions upon which Port Castries may be substituted for Barbados as in this clause provided shall be determined by arbitration.

(4.) From and after the substitution of Port Castries for Barbados as aforesaid there shall be substituted for the respective periods of transit by this Agreement prescribed the following periods of transit that is to say:—

From Southampton to Colon within 449 hours.

From Colon to Plymouth within 445 hours.

From Port Castries to Demerara within 58 hours.

From Demerara to Port Castries within 57 hours.

From Port Castries to Tobago within 55 hours.

From Tobago to Port Castries within 57 hours.

From Port Castries to St. Thomas within 70 hours.

From St. Thomas to Port Castries within 65 hours.

22.—(1.) If any such change as in the last two preceding clauses contemplated is made the several tables contained in the Second Schedule hereto shall be modified and amended in such manner as may be necessary consistently with the performance of the respective services within the periods of transit in that behalf specified in this Agreement and if the Postmaster General and the Company shall differ as to the modifications and amendments which shall be necessary as aforesaid the questions in difference shall be referred to arbitration.

(2.) Save and except as in this Agreement expressly provided none of the provisions of this Agreement shall be in anywise altered prejudiced or affected by or by reason of any such changes as in this and the last two preceding clauses are contemplated.

Admiralty Clauses.

23. During the continuance of this Agreement the several stipulations and agreement specified in the Third Schedule hereto shall be binding on the Company.

24. In the event of the Admiralty at any time during the continuance of this Agreement considering it necessary for the public interest to purchase under the power in that behalf contained in the Third Schedule hereto any mail-ship for the time being employed or intended to be employed under

this Agreement or to charter the same exclusively for Her Majesty's Services the services hereby contracted to be performed shall if possible be performed by other steam vessels to be provided by the Company to the satisfaction of the Postmaster General and in the event of the Company in consequence of any such purchase or chartering as aforesaid being unable wholly or in part to perform such services the subsidy herein-after mentioned shall cease to be paid (or as the case may be) there shall be paid to the Company instead of such subsidy such annual sum of money as shall be agreed upon between the Postmaster General and the Company or in case of difference shall be determined by arbitration.

Subsidy and Deductions.

25. In consideration of the covenants and agreements herein contained and on the part of the Company to be observed and performed and of the due and faithful performance by the Company of all the services under this Agreement there shall be payable to the Company during the continuance of this Agreement (out of such aids or supplies as may from time to time be appropriated by Parliament for that purpose) a yearly subsidy or sum after the rate of £80,000 per annum or (in the event of any such default or failure as herein-after mentioned) so much of the said subsidy or sum as shall remain payable in respect of any year after making such deductions therefrom (if any) as herein-after in that behalf mentioned in respect of any such default or failure.

26.—(1.) If at any time the Company shall fail to provide at any port or place on any route in the First Schedule to this Agreement specified a mail-ship of such character as is stipulated by this Agreement ready to put to sea on and at the appointed day and hour or if at any time such a mail-ship shall not actually put to sea and proceed on her voyage at the appointed time then and so often as any such default shall happen, there shall be deducted from the subsidy which would in the absence of any such default be payable to the Company for the current year the sum of £500 and also the further sum of £100 for every successive 24 hours which shall elapse until such mail-ship actually proceeds to sea on her voyage in the performance of this Agreement.

(2.) Where a mail-ship of the character stipulated has been lost or seriously damaged the Company shall be at liberty to substitute any suitable vessel.

(3.) The aggregate amount of the sums deducted under this clause in respect of any one voyage shall never exceed a rateable proportion of the said yearly subsidy or sum of £80,000 such rateable proportion being estimated according to the mileage of the voyage in respect of which such default shall have been made compared with the total mileage of all the voyages contracted to be performed during the current year.

27. If at any time the Mails shall not be conveyed between the several ports or places of departure and destination herein-before mentioned within the periods of transit respectively prescribed by this Agreement then and so often as the same shall happen there shall be deducted from the subsidy which in the absence of such default would be payable to the Company for the current year a sum of £25 for every complete period of 24 hours by which the time actually occupied in the conveyance of the Mails shall have exceeded the period of

transit respectively prescribed as aforesaid in that behalf. Provided always that no such sum as in this clause mentioned shall be deducted if the Company shall prove to the satisfaction of the Postmaster General that such failure arose from a cause or causes altogether beyond their control.

28. Each and all of the said several sums of money herein-before agreed to be deducted or paid in the event of failure or default of the Company as aforesaid shall be due and payable as stipulated ascertained or liquidated damages and not by way of penalty and although no damage or loss shall have been sustained by reason or in consequence of such failure or default and such sum or sums shall at the option and discretion of the Postmaster General be either deducted from any moneys then payable or which may thereafter become payable to the Company on account of the said subsidy as herein provided or the payment thereof may be enforced as a debt to Her Majesty with full costs of suit and the making of any such deduction or the payment by or the recovery from the Company of any such sum shall in no case prejudice or affect the right of the Postmaster General to treat such failure or default of the Company in respect whereof such sum is deducted paid or recovered as a breach of this Agreement.

29. All accounts in relation to the said yearly subsidy and the deductions therefrom shall be made out and settled quarterly up to and as soon as conveniently may be after the 31st day of March the 30th day of June the 30th day of September the 31st day of December in each year and the amount or residue which shall be justly due to the Company on each such quarterly account shall be paid by the Postmaster General at the General Post Office London out of such aids and supplies as aforesaid upon the settlement of such accounts and for the purposes of such accounts the said yearly subsidy shall be deemed to accrue from day to day subject to the liability of the same to the several deductions aforesaid and all such payments respectively shall be received by the Company in full satisfaction and discharge of all claims and demands by them for or on account of the services hereby contracted to be performed and for and on account of all and every other the covenants and agreements herein contained and on the part of the Company to be kept observed and performed or any damage losses or expenses which may be sustained by the Company in respect thereof.

Terms of Agreement and Incidental Provisions.

30. This Agreement shall come into operation on the 1st day of July 1895 and shall continue in force until the 30th day of June 1900 inclusive and shall then determine if notice in writing to that effect shall have been given 24 calendar months previously to the said last mentioned date either to the Company by the Postmaster General or to the Postmaster General by the Company and if not so determined this Agreement shall continue in force after such last-mentioned date until the expiration of a like notice to be given for the like period of 24 calendar months.

31.—(1.) If the Company shall fail to commence the performance of the services hereby agreed to be performed on the 1st day of July 1895 or on the 1st day thereafter which the Postmaster General shall fix as the day for the commencement of the performance of such services the Company shall pay to

Her Majesty Her heirs or successors as stipulated or ascertained damages in respect of such default the sum of £100 for every successive period of 24 hours which shall elapse before the Company shall commence the performance of such services.

(2.) The total amount which shall become payable by the Company in respect of such default as aforesaid shall not in the aggregate exceed the sum of £20,000.

(3.) The payment by the Company of the aforesaid sums by way of stipulated or ascertained damages in respect of any default in the commencement of the performance of the said services shall not prejudice the right of the Postmaster General to insist on any deduction from the said subsidy of £80,000 to which he may be entitled in respect of the same default under the provisions herein-before contained.

32.—(1.) If on the determination of this Agreement any mail-ship shall or ought to have started on any voyage in conformity with this Agreement such voyage shall be continued and performed and the mails be delivered and embarked during and at the termination of the same and all the provisions of this Agreement shall be observed as if this Agreement had remained in force with regard to any such mail-ship and services and with respect to such mail-ship and services this Agreement shall be considered as having terminated when such mail-ship shall have reached her port or place of destination and such services shall have been performed.

(2.) In respect of any such voyage as in this clause mentioned the Company shall not be entitled to receive any payment or compensation over and above the subsidy payable in accordance with the provisions of this Agreement on the day when this Agreement (otherwise than as to any such voyage) determines.

Supplemental Provisions.

33. The Postmaster General may from time to time delegate any of the powers vested in him by virtue of these presents to such person or persons as he shall think fit.

34.—(1.) Any notice to determine this Agreement shall if given by the Postmaster General be served on or sent by post to the Company at their principal office or last known office in London and any such notice if given by the Company shall be under the common seal of the Company and shall be sent by post to the Secretary of the Post Office at the General Post Office London.

(2.) All notices or directions (other than any notice to determine this Agreement) which the Postmaster General his officers agents or others are hereby authorised to give to the Company their officers servants or agents may at the option of the Postmaster General his officers agents or others be delivered or sent by post to the master of any mail-ship or any other officer or agent of the Company in charge or management of such mail-ship or be left at or forwarded by post to any office of the Company in London or any other place.

35. The Company shall not assign underlet or dispose of this Agreement or any part thereof without the consent of the Postmaster General signified by an instrument in writing.

36. In case of any breach of this Agreement or any covenant or thing therein contained on the part of the Company their officers agents or servants it shall be lawful for the Postmaster General if he should think fit and notwithstanding there may or may not be any former breach of this Agreement by an instrument in writing to determine this Agreement without any previous notice to the Company or their agents and the Company shall not be entitled to any compensation in respect of any such determination and such determination shall not deprive the Postmaster-General of any right or remedy which he would otherwise be entitled to by reason of such breach or any prior breach of this Agreement.

37. All matters which in pursuance of the provisions herein contained are to be determined by arbitration shall be referred to two arbitrators (one to be appointed by the Postmaster-General and one to be appointed by the Company) or their umpire and every or any such reference shall with regard to the mode and consequences thereof and in all other respects be made in conformity with and pursuant to the provisions in that behalf contained in the Arbitration Act 1889 or any then subsisting statutory re-enactment or modification thereof.

38. In pursuance of the provisions contained in an Act of Parliament passed in the 22nd year of the reign of King George the Third intituled "An Act for restraining any person concerned in any contract commission or Agreement made for the Public Service from being elected or sitting and voting as a member of the House of Commons" no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

39. The Schedules to this Agreement shall be deemed to be part of this Agreement in all respects as if the same had been incorporated therein.

40. This Agreement shall not be binding until it has been approved by a resolution of the House of Commons.

Bond.

41. And lastly for the due and faithful performance of all and singular the covenants stipulations conditions provisos clauses articles and agreements herein and in the Schedules hereto contained which on the part and behalf of the Company are or ought to be observed performed fulfilled and kept the Company and the said Spencer Henry Curtis and Sir Joseph Savory do hereby bind themselves jointly and severally and each and any two of them and their respective successors heirs executors and administrators jointly and severally unto our Sovereign Lady the Queen in the sum of 20,000*l* of lawful money of the United Kingdom to be paid to our said Lady the Queen Her heirs and successors by way of stipulated or ascertained damages hereby agreed upon between the Postmaster-General and the Company in case of the failure on the part of the Company in the due execution of this Agreement or any part thereof.

In witness whereof the said Postmaster-General and the said Spencer Henry Curtis and Sir Joseph Savory have hereunto set their hands and seals and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the said Right Honourable Arnold Morley M. P. Her Majesty's Postmaster General in the presence of

ARNOLD MORLEY.

Seal of the Postmaster General.

ANDREW-M. OGILVIE,
Private Secretary to the
Postmaster-General.

The Common Seal of the Royal Mail Steam Packet Company was hereunto affixed in the presence of

By order of the Court of Directors.

Common Seal of the Royal Mail Steam Packet Company.

J. M. LLOYD,
Secretary.

Signed sealed and delivered by the said SPENCER HENRY CURTIS in the presence of

SPENCER H. CURTIS.

L. S.

JOHN OKELL,
Solicitor's Office,
General Post Office,
London,
Solicitor.

Signed sealed and delivered by the said SIR JOSEPH SAVORY Baronet M. P. in the presence of

JOSEPH SAVORY.

L. S.

JOHN OKELL,
Solicitor's Office,
General Post Office,
London,
Solicitor.

THE SCHEDULES HEREIN-BEFORE REFERRED TO.

The First Schedule.—Routes of Mail-ships.

Route No. 1.—Once in every fortnight from Southampton to Colon calling at Barbados Jacmel and Jamaica and back (on the return voyage) from Colon to Plymouth calling at Jamaica Jacmel and Barbados.

Route No. 2.—Once in every fortnight from Barbados to Demerara direct and back (on the return voyage) from Demerara to Barbados direct.

Route No. 3.—Once in every fortnight from Barbados to Tobago calling at St. Vincent Grenada and Trinidad and back (on the return voyage) from Tobago to Barbados calling at Trinidad Grenada and St. Vincent.

Route No. 4.—Once in every fortnight from Barbados to St. Thomas calling at St. Lucia Martinique Dominica Guadaloupe Montserrat Antigua Nevis and St. Kitts and back (on the return voyage) from St. Thomas to Barbados calling at St. Kitts Nevis Antigua Montserrat Guadaloupe Dominica Martinique and St. Lucia.

THE SECOND SCHEDULE.

TABLE NO. 1.—APPLICABLE TO ROUTE NO. 1.
Once every Fortnight.

Places.	Arrive.	Depart.	Distance in Miles.	Steaming.		Stops.		Time from Southampton.	
				Days.	Hours.	Days.	Hours.	Days.	Hours.
Southampton ...	—	Wednesday 6 p.m.	—	—	—	—	—	—	—
Barbados ...	Monday 8 a.m.	Monday 5 p.m.	3,635	11	14	—	9	11	14
Jacmel ...	Thursday 9 a.m.	Thursday 11 a.m.	812	2	16	—	2	14	15
Jamaica ...	Friday 7 a.m.	Saturday 5 p.m.	255	—	20	1	10	15	13
Colon ...	Monday 11 a.m.	—	550	1	18	11	23	18	17
<i>Return Voyage.</i>									
Colon ...	—	Saturday 10 a.m.	—	—	—	—	—	30	16
Jamaica ...	Monday 6 a.m.	Tuesday 2 p.m.	550	1	20	1	8	32	12
Jacmel ...	Wednesday 10 a.m.	Wednesday 2 p.m.	255	—	20	—	4	34	16
Barbados ...	Saturday 4 a.m.	Saturday 5 p.m.	812	2	14	—	13	37	10
Plymouth ...	Wednesday 9 p.m.	—	3,513	11	4	—	—	49	3

TABLE NO. 2.—APPLICABLE TO ROUTE NO. 2.

Once every Fortnight.

Places.	Arrive.	Depart.	Distance in Miles.	Steaming.		Stops.		Time from Southampton.	
				Days.	Hours.	Days.	Hours.	Days.	Hours.
Barbados ...	—	Monday 3 p.m.	—	—	—	—	—	11	21
Demerara ...	Wednesday 6 a.m.	—	390	1	15	8	4	13	12
<i>Return Voyage.</i>									
Demerara ...	—	Thursday 10 a.m.	—	—	—	—	—	21	16
Barbados ...	Saturday 1 a.m.	—	390	1	15	—	—	23	7

TABLE NO. 3.—APPLICABLE TO ROUTE NO. 3.

Once every Fortnight.

Places.	Arrive.	Depart.	Distance in Miles.	Steaming.		Stops.		Time from Southampton.	
				Days.	Hours.	Days.	Hours.	Days.	Hours.
Barbados ...	—	Monday 8 p.m.	—	—	—	—	—	12	2
St. Vincent ...	Tuesday 6 a.m.	Tuesday 8 a.m.	105	—	10	—	2	12	12
Grenada ...	" 6 p.m.	" 8 p.m.	84	—	10	—	2	13	—
Trinidad ...	Wednesday 7 a.m.	Wednesday 5 p.m.	94	—	11	—	10	13	13
Tobago ...	Thursday 3 a.m.	—	82	—	10	6	15	14	9
<i>Return Voyage.</i>									
Tobago ...	—	Wednesday 6 p.m.	—	—	—	—	—	21	0
Trinidad ...	Thursday 4 a.m.	Thursday 5 p.m.	82	—	10	—	13	21	10
Grenada ...	Friday 7 a.m.	Friday 10 a.m.	94	—	14	—	3	22	13
St. Vincent ...	" 7 p.m.	" 10 p.m.	84	—	9	—	3	23	1
Barbados ...	Saturday 7 a.m.	—	105	—	9	—	—	23	13

TABLE NO. 4.—APPLICABLE TO ROUTE NO. 4.
Once every Fortnight.

Places.	Arrive.	Depart.	Distance in Miles.	Steaming.		Stops.		Time from Southampton.	
				Days.	Hours.	Days.	Hours.	Days.	Hours.
Barbados	—	Monday 5 p.m.	—	—	—	—	—	11	23
St. Lucia	Tuesday 7 a.m.	Tuesday 2 p.m.	108	—	14	—	7	12	13
Martinique	" 7 p.m.	" 9 p.m.	45	—	5	—	2	13	1
Dominica	Wednesday 2 a.m.	Wednesday 4 a.m.	49	—	5	—	2	13	8
Guadeloupe	" 9 a.m.	" 11 a.m.	53	—	5	—	2	13	15
Montserrat	" 5 p.m.	" 7 p.m.	53	—	6	—	2	13	23
Antigua	Thursday 2 a.m.	Thursday 11 a.m.	40	—	7	—	9	14	8
Nevis	" 5 p.m.	" 6 p.m.	49	—	6	—	1	14	23
St. Kitts	" 8 p.m.	" 10 p.m.	11	—	2	—	2	15	2
St. Thomas	Friday 1 p.m.	—	150	—	15	4	7	15	19
<i>Return Voyage.</i>									
St. Thomas	—	Tuesday 8 p.m.	—	—	—	—	—	20	2
St. Kitts	Wednesday 2 p.m.	Wednesday 4 p.m.	150	—	18	—	2	20	20
Nevis	" 6 p.m.	" 7 p.m.	11	—	2	—	1	21	0
Antigua	Thursday 1 a.m.	Thursday 10 a.m.	49	—	6	—	9	21	7
Montserrat	" 3 p.m.	" 4 p.m.	49	—	5	—	1	21	21
Guadeloupe	" 9 p.m.	" 10 p.m.	53	—	5	—	1	22	3
Dominica	Friday 3 a.m.	Friday 4 a.m.	53	—	5	—	1	22	9
Martinique	" 9 a.m.	" 10 a.m.	49	—	5	—	1	22	15
St. Lucia	" 3 p.m.	" 5 p.m.	45	—	5	—	2	22	21
Barbados	Saturday 7 a.m.	—	108	—	14	—	—	23	13

The Third Schedule.

1. In this Schedule the expression "The Admiralty" means the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland.

2.—(1) The Company shall when and so often as they or the masters or commanders of the mail-ships shall be required in writing so to do by the Admiralty or by the Secretary of State for the Colonies or by any 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 between any of the ports or places between which any of the mail-ships are to proceed in the performance of this Agreement

(a) Any number of naval military or civil officers in the service of Her Majesty (including officers in the service of the Government of the Windward or Leeward Islands) not exceeding eight in any one ship with or without their wives and children as first-class cabin or chief cabin passengers (together with their servants male and female who are to have the same accommodation as that provided for the servants of other passengers or of officers of the Company) and

(b) Any number of non-commissioned and warrant officers not exceeding four in any one ship with or without their wives and children as second-class or fore-cabin passengers and also

(c) Any number of seamen marines soldiers or artificers in Her Majesty's Service not exceeding ten in any one ship with or without their wives and children as third-class passengers to be always provided with proper accommodation below deck.

(2) The Company shall not under this stipulation be required to convey any passenger suffering from any infectious disease nor an insane person unless under the charge of suitable persons to look after his safety nor any person from a place of such person from which will put the mail-ship or any other vessel of the Company with which she may connect in any quarantine difficulty at ports of call or destination.

3.—(1) The passengers who shall be conveyed in pursuance of the last preceding clause (who are herein-after designated "Government passengers") with their families shall be treated in no respect whether as regards food cabin or other accommodation or aught else in a way inferior to that in which ordinary passengers of the same class are treated or to that required by the regulations of Her Majesty's Transport Service. The messing of the second-class and victualling of the third-class naval adult passengers shall include in each day one half gill of spirits.

(2) The several classes of passengers conveyed as aforesaid shall mess in separate places and medical attendance medicine and medical comforts mess utensils and fittings cooking utensils articles for table use and mess places fuel lights requisite articles of bedding and all other necessities shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

4. The passage money for Government passengers and their families and servants respectively shall unless otherwise agreed between the Admiralty and the Company be the same as that charged by the Company for ordinary passengers of the same class (except that inter-colonially third-class passengers shall be paid for at two-fifths of the first-class rate for ordinary passengers) and shall include all the particulars mentioned in the last preceding clause and if and whenever any alteration of rates for ordinary passengers shall be made by

the Company the Admiralty shall be immediately apprised of such alteration.

Provided nevertheless as follows:—

- (a.) Payment shall be made to the Company in case of sickness of second and third-class passengers at 2s. 6d. per day for saloon diet and at ordinary passenger rates for wine brandy and other medical comforts or superior accommodation when required and duly certified on Form No. III.
- (b.) When any Government passengers who are conveyed at the public expense are obliged to remain on board the Company's mail-ships on account of any quarantine regulations the Company shall be entitled to charge and be paid at the rate of 10s. per diem for victualling all first-class passengers and 5s. per diem for all second-class passengers and 2s. per diem for all third-class passengers.

5. Returns of the embarkation and disembarkation of all Government passengers shall be furnished to the Director of Transports or to the Governor of the Windward or Leeward Islands (as the case may be) immediately after the departure and arrival of each mail-ship.

6. Payments for passage money for Government passengers shall be applied for by invoices according to a form to be obtained from the office of the Director of Transports or from the Governor of the Windward or Leeward Islands (as the case may be) and shall be made by the Admiralty or by the Governor of the Windward or Leeward Islands (as the case may be) only upon such applications and upon the production of the orders for the passage together with a certificate under the hand of the Commanding Officer specifying the number of the third class passages (men women and children) conveyed with the ages and sexes of the latter and stating the periods during which they have been respectively regularly supplied while on board with provisions and also of a certificate under the hand of each first and second-class passenger of his or her having been landed at the place of destination and of his or her having been properly accommodated and messaged during the voyage and specifying the dates from and to which they were so messaged computed from the first to the last dinner meal.

7.—(1.) The Company shall convey for every Government passenger free of charge the quantity of baggage (whether such quantity shall be estimated or ascertained by bulk or weight) to which he is entitled under the regulations of Her Majesty's Transport Service for the time being in force and freight shall be payable for any extra baggage of a Government passenger beyond this quantity after the same rate as the freight payable according to the regulations of the Company for the time being for extra baggage of an ordinary passenger of the same class.

(2.) A baggage certificate in the form hitherto used shall be obtained from each Government passenger and shall accompany any claim for freight of extra baggage and separate claims for such freight shall be forwarded with the claims for passage money but in no case shall any claim be made on Her Majesty's Government (including in that expression the Government of the Windward and Leeward Islands) for conveyance of baggage in excess of the aforesaid Government Regulations but

the same must be paid by the passengers themselves.

8. The passage money for the wives families and servants of commissioned and civil officers when not ordered to be conveyed at public expense shall be paid to the Company by the officers themselves.

9. In all cases when an officer in the naval military or civil service of Her Majesty or in the service of the Government of the Windward or Leeward Islands who may not be entitled to a passage at the public expense shall require a passage on board any mail-ship the Company shall be bound when they have room in such mail-ship to provide a passage for such officer in preference to any non-official passenger not already booked and shall charge no higher rate for such passage than is chargeable for an ordinary passage.

10.—(1) The Company shall receive on board each of the mail-ships and shall convey on behalf of the Admiralty—

(a) any small packages which may be ordered for conveyance and also

(b.) (on receiving from the British naval officer in command of any naval station two days' previous notice) any naval or other stores not exceeding at any one time in any one mail-ship 10 tons weight or 15 tons of 40 cubic feet each in measurement and

(2.) shall convey and deliver such small packages and stores at the lowest rates of freight charged by the Company for private goods of a similar character or description and the Company shall give immediate notice to the Admiralty of any alteration in such rates of freight and shall in all cases be responsible for the custody and safe and speedy delivery of such packages and stores.

(3.) The Company shall nevertheless be exempt from the provisions of this clause when any quarantine difficulty is likely to arise in consequence of such circumstances as are mentioned in clause 2 of this Schedule.

11. The Admiralty may at any time during the continuance of this Agreement if they shall consider it necessary for the public interest purchase all or any of the mail-ships at a valuation or may charter the same exclusively for Her Majesty's Service at a rate of hire to be mutually fixed and agreed on by them and the Company or in case of difference to be determined by arbitration and every or any difference as to the amount of valuation or hire or rate of hire so to be paid shall be determined by arbitration in manner herein-before provided and the Admiralty in the case of hiring any such mail-ship shall return the same to the Company in the same state and condition as the same was in at the time of any such hiring reasonable wear and tear excepted and if any difference shall arise upon that point the same shall be determined by arbitration in manner herein-before provided.

No. 384.

24th August, 1895.

THE GOVERNOR directs the publication, for general information, of the following Rules framed by the Board of Supervision under Section 9 of Law 6 of 1886, with reference to complaints of refusal of Relief or of inadequate Relief which have been sanctioned and approved by the Governor in Privy Council.

By Command,

FRED. EVANS,
Colonial Secretary.