

ORDINARY, MS.

Public DEPARTMENT.
G.O., DATED 26-2-94
No. 145

INDEXED

When given for copying. 26/2.

[Despatch Abstract.]

Copy to the depts.
I specis concerned
letter from the post
India providing 50
copies of the entire
with the British A-
- dia Steam Nav-
- igation Company,
the conveyance
the mails in India
writers-

11-1-84
12-2-04
8-3-04
13-5-05
4-9-08

PAPER, No.

PAPER, No.

READ AGAIN ORDER OF GOVERNMENT, DATED
18, No., MISCELLANEOUS.

80-207
3-3-04

ENCLOSURE

CURRENT No.

h w d

STATEMENT WITH DITTO.

ORDER OF GOVERNMENT.

A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILLED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL (not paged).

With one copy of } done 1/31
Contract to each
reference

N.B.—

A — Copy in full.

B — Not to be copied.

P — Copy abstract only.

Q — Copy heading only.

Proceedings of the Madras Government.

Read the following papers:-

From the Government of India Finance and Commerce Department dt 9th February 1894, No. 714^{S.R.} forwarding copies of the contract recently concluded with the British India Steam Navigation Company for the conveyance of mails &c.

Order dt 26th February 1894, No. 145.

Communicated to the departments and officers concerned in continuation of G.Os dated 12th August 1885 and 1st May 1886, Nos 333 and 221 respectively.

(True Extract)

As Assistant Secretary.

To The Presidency Port Officer.
" Collectors of East Coast Districts
" Revenue Department.
" Board of Revenue.
" Military Department.
" Public Works Department.
" Accountant General.

} with copy of contract.

[9
35]

Pub G No 145 of 26 July 94

desp 1/31/94

The Collectors of *Sent*
Govt St
The District Magistrates of

Anantapur.
~~North Arcot, Chittoor.~~
South Arcot, Cuddalore.
Bellary.
South Canara, Mangalore.
Chingleput, Saidapet.
Coimbatore.
Cuddapah.
Ganjam, Chatrapur.
Godavari, Cocanada.
Kistna, Masulipatam.
Kurnool.
~~Madras~~ (when necessary).
Madura.
~~Malabar, Calicut.~~
Nilgiris, Ootacamund.
Nellore.
Salem.
Tanjore.
Tinnevely.
~~Trichinopoly.~~
~~Vizagapatam.~~

[G]
9
5,000-14-7-03.

Current No.

Public DEPARTMENT.

From

The Govt. of India
F & C: Dept.

No. 744

Dated 9 February 94

Received 13

Enclosures 1 & 59.40 genals.

SUBJECT.

For 9/60 copies of the
Contract recently concluded
with the B. I. S. N. Co. for the
conveyance of mails.

506 21-7-93
Pub. No. 500-1 21-30-6-93
4988 30-6-93
476-7 21-22-6-93
432-3 21-31-5-93 orig
295 11-4-93
79 13-3-88 orig
221 21-5-86 ac
333 21-12-8-85 ac

26 Feb 94 145

J.S. H. U. -
order 21/2/94

Comm. to the depts
and officers concerned in
contr. of G.O. 5 dt-12-8-85
and 1-5-86, Nos 333 and
221 respectively.

21/2/94.

Note
The existing contract
is marked with red
tape. The differences
are noted in pencil
within

75B
19/2

P.P. Officer
Collrs of East Coast Dts.
Revenue Dept.
Bd of Revenue
Mily Dept.
Public Works Dept.
Acct Genl
1/3/94
with
copy
Contract

WITH ORDER

S.O.
N^o 714Government of India,
Finance and Commerce Department.Calcutta, the 9th February 1894.The Chief Secretary to the
Government of Madras.

Sir,

With reference to the correspondence ending with your letter N^o 433, dated the 31st May 1893, I am directed to forward 60 copies of the contract recently concluded with the British India Steam Navigation Company for the conveyance of the mails in Indian waters.

* 30 copies sent by post to

I have the honour to be,
 Your most ^{Sir}obedient servant,

G. S. S. S.

Offs. Asst. Secretary to the Govt. of India

Dated the 12th day of December 1899

CHIEF SECRETARY
13 FEB 1901
GOVERNMENT OF MADRAS

The British India Steam Navigation
Company, Limited.

and

The Secretary of State for India in
Council.

Contract for conveyance of mails.

4
Pub
1

430

R. LEYCESTER UPTON,
Solicitor to the Government of India.

British India Steam Navigation Company, "Limited."

CONTRACT

BETWEEN

THE BRITISH INDIA STEAM NAVIGATION COMPANY, "LD." AND THE
SECRETARY OF STATE FOR INDIA IN COUNCIL.

This Indenture made the twelfth day of December 1893 BETWEEN
THE BRITISH INDIA STEAM NAVIGATION COMPANY "LIMITED" being a Joint Stock Company with limited liability registered under the provisions of the Act of Parliament made and passed in the 25th and 26th years of the reign of Queen Victoria entitled "An Act for the Incorporation Regulation and Winding up of Trading Companies and other Associations" of the one part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the other part WITNESSETH that the British India Steam Navigation Company Limited (hereinafter called the said Company) do for themselves and their successors covenant and agree with the said Secretary of State for India in Council his successors and assigns in manner following that is to say:—

1. That for the purposes of this Contract the Director General of the Post Office of India the Post Masters General of Bengal Madras and Bombay and the Post Masters of Calcutta Madras and Bombay the Deputy Post Masters General of Eastern Bengal Burma and Sind the Government of India the Governors of Madras and Bombay the Chief Commissioner of Burma or the chief Civil or Political authority of any province of which the littoral is concerned shall for the time being be considered the Government so far as questions touching the departures or detentions of vessels or the alterations of ports of call or the conveyance landing delivery or receipt of mails are concerned provided always that the power hereby given the Government to alter the ports of call shall not be held to include the power to cause any vessel to turn back or deviate from her regular voyage. In general matters the Director General of the Post Office shall represent the Government.

2. That they the said Company shall and will at all times during the continuance of this Contract or so long as the whole or any part of the several services hereby agreed to be performed ought to be performed in pursuance thereof provide maintain keep sea-worthy and in complete repair and readiness for the purpose of conveying all the mails of Her Majesty's Government as hereinafter provided a sufficient number of good and efficient steam vessels of adequate tonnage for the lines of communication hereinafter mentioned.

Same as old

3. That all the vessels to be employed under this Contract shall be always supplied and furnished with all necessary and proper machinery engines apparel furniture fittings stores tackle bats fuel oil tallow provisions anchors cables fire pumps and other proper means for extinguishing fire charts chronometers proper nautical instruments and whatever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the several services hereby contracted to be performed and also manned and provided with competent officers with appropriate certificates granted pursuant to the Act or Acts in force at the date of this Contract or for the time being relative to the granting of certificates to officers in the merchant service and with a sufficient number of efficient engineers and a sufficient crew of able seamen and other men to be in all respects as to vessels engines equipments engineers officers and crew subject in the first instance and from time to time and at all times afterwards to the approval of the Government of India on behalf of the Secretary of State for India in Council.

4. That the said Company shall at all times during the continuance of this Contract have in constant readiness for the due execution of the several services hereby contracted to be performed vessels of adequate tonnage and equal in efficiency to those hereby stipulated to be provided and shall in every case of any of the said vessels becoming disabled immediately at their own cost and charge replace the same by another equally good and efficient vessel.

5. The said Company shall and will establish and maintain by such vessels as aforesaid and at the average rate of speed therein specified the lines of communication between the several ports and places hereinafter mentioned that is to say—

Line No. 1—Shall be a direct weekly communication between Calcutta and Rangoon and back the average speed to be 12 knots an hour.

Line No. 2—Shall be a second direct weekly communication between Calcutta and Rangoon and back the average speed to be 10 knots an hour.

Line No. 3—Shall be a weekly communication between Calcutta Chittagong Akyab Kyaukphyoo Sandoway* and Rangoon and back by the same route the average speed to be 9 knots an hour.

Line No. 4—Shall be a direct weekly communication between Madras and Rangoon and back the average speed to be 11 knots an hour unless and until the English mails to and from Rangoon shall be sent *via* Madras from which time the average speed to be 12 knots an hour.

Line No. 5—Shall be a weekly communication between Madras and Rangoon *via* the N. E. Coast Ports and back by the same route the average speed to be 9 knots an hour.

Line No. 6—Shall be a communication three times a week between Rangoon and Moulmein and back each trip each way to be performed in daylight.

* Note.—Communication with Sandoway shall be only during the fine season from November to May or thereabouts according to the weather.

Line No. 7—Shall be a weekly communication between Rangoon Tavoy and Mergui and back by the same route the average speed to be $7\frac{1}{2}$ knots an hour with Moulmein as a port of call every fortnight each way.

Line No. 8—Shall be a direct weekly communication between Bombay and Karachi and back the average speed to be 13 knots an hour.

Line No. 9—Shall be a second direct weekly communication between Bombay and Karachi and back the average speed to be 10 knots an hour.

Line No. 10—Shall be a weekly communication between Bombay and Karachi *via* the Coast Ports and back by the same route the average speed to be 9 knots an hour.

Line No. 11—Shall be a weekly communication between Karachi and Basrah *via* the Persian Gulf Ports and back by the same route the average speed to be 8 knots an hour.

Line No. 12—Shall be a daily communication (Sundays excepted) between Tuticorin and Colombo and back the passage to be made in 16 hours weather permitting.

Provided always and it is hereby further expressly agreed and declared

- (1) That as regards Lines Nos. 1 2 and 4 the rate of speed thereon respectively shall as on and from the 1st May 1899 or at any time thereafter be subject to re-consideration in the direction only of increasing such speed.
- (2) That Line No. 8 shall be subject to revision in the event of a link line being established between Aden and Karachi in 1898 when the existing Contract with the Peninsular and Oriental Steam Navigation Company comes to an end and in the event of such revision the deduction from the subsidy under clause 23 hereof shall be fixed by mutual agreement.
- (3) That the Government shall have the right without any addition to the subsidy payable under clause 23 hereof to use at all or any times for the conveyance of mails both ways the weekly or any other steamers between Rangoon Penang and Singapore so long as any such service is maintained by the Company but the Company shall not be bound to run such steamers at any fixed rate of speed or to guarantee any fixed days of arrival and departure or to maintain the service.
- (4) That the Government shall have the right without any addition to the subsidy payable under clause 23 hereof to use at all or at any times for the conveyance of mails both ways any steamers occasional or regular that the Company may put on during the currency of this Contract between any ports served by any lines at any time included in this Contract.
- (5) That the Government shall have the right upon payment so long as the service may be maintained and used of a special additional subsidy at the rate of Rs6,000 per annum to use at all times

Same as old

At

Line No 2 in the old Contract

Line No 6 in the old with fortnightly changed into weekly

Same as line 5 of old

Line 6 of old

Line No 7 of old

vide line 9 in fo 221 1-5-86

for the conveyance of mails the fortnightly steamers from Negapatam to Penang and Singapore which so long as they may be so used by Government shall be run with as much regularity as to sailings as is possible but the Company shall not be bound to run such steamers at any fixed rate of speed or to maintain the said service nor shall the Government be bound at all times to use the said service and if and when the Government shall not use it the said special subsidy shall abate for the period during which it shall not be used.

6. That the ports (or as near thereto as the said Company's vessels can with safety approach) to be called at by and the times of departure of the said vessels on their several voyages in the said lines of communication respectively and the times within which the runs in the said voyages shall be made from place to place and the periods of time they shall be detained and stay at the said ports and places shall be those which are particularly defined and specified in the Schedule hereunto annexed marked A which said ports of call times and periods shall be observed by and shall be obligatory on the said Company subject nevertheless to the several provisions herein contained for the alteration of the said times and the detention of the said vessels.

7. That the dates days and hours of departure of the Company's vessels from ports specified in the said Schedule A shall be fixed from time to time with the sanction of the Director General of the Post Office of India. If nevertheless at any time or times during the continuance of this Contract the said Government shall deem it requisite to alter the particular days or to define within limits the hours of departure from all and every or any of the ports or places to or from which the said mails are to be conveyed under or by virtue of this Contract the said Government shall be at liberty so to do at any time or times and from time to time on giving one calendar month's notice of such intention to the said Company and the particular days and hours of departure from all and every or any of such ports or places which may be appointed by any such alteration in force for the time being shall be deemed to be the days and hours of departure of the said mails under this Contract and shall be observed and kept by the said Company accordingly provided always that any alterations in the dates of sailing duration of stay or dates of arrival of the said Company's vessels made under this clause shall be consistent with the general conditions of this Contract as regards the speed of the vessels or the length of the voyages.

8. That the Government shall have power and be at liberty to detain any vessel employed under this Contract on Lines Nos. 1 and 8 at Calcutta and Bombay respectively until such time as the inward English mails arrive at those ports of embarkation and should it be deemed by the Government requisite for the public service that any vessel employed under this Contract on any of the said lines should delay her departure from any port or place beyond the period herein agreed upon and mentioned in the said Schedule A (or if the said Company shall so request) the Government shall have power and be at liberty to order or permit such delay not however exceeding 24 hours by letter addressed to the Master of any such vessel or to the person acting as such and it shall be deemed a sufficient authority for such detention.

9. That during the continuance of this Contract the said vessels shall on every voyage duly and safely and free of all charge carry all mails of the Government (including Post Office stores and all articles sent by post as well as the bags or boxes in which they are conveyed) which by the Government shall be required to be conveyed on such voyage between any of the ports and places aforesaid. *Same as old*

10. That except as otherwise provided in this Contract the said mails shall be duly and safely and with all possible despatch received and delivered by the said Company's servants at the Post Offices at each of the places to which the said vessels are to proceed in the performance of this Contract and the said mails shall save as hereinafter mentioned be conveyed to and from shore in a suitable and seaworthy boat of not less than four oars to be furnished with an effectual covering for the mails and properly provided manned and equipped by the said Company. *do*

11. That the said Company 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 Company shall at all times during the continuance of this Contract punctually attend to the orders and directions of the Government as to the landing delivering and receiving of the said mails. *do*

12. That the said Company shall not nor shall any of the Masters of any of the vessels employed or to be employed under this Contract receive or permit to be received on board any of the vessels employed under this Contract any letters for conveyance other than those required to be conveyed under or by virtue of the 9th clause of this Contract and such letters or other articles as are or may be provided for in the Indian Post Office Act of 1866 section 5 or other the Indian Post Office Act for the time being and in case of any and every breach of this clause the said Company shall forfeit and pay to the said Secretary of State for India in Council his successors and assigns the sum of Rs 10 for every letter so improperly received on board any such vessel Provided always that the said Company shall be allowed to carry all such letters as relate exclusively to the service of the said Company. *do*

13. That if the said Company shall at any time fail to provide an efficient vessel in accordance with the terms of this Contract ready to put to sea from any one of the terminal ports on the line of communication hereinbefore mentioned on and at the duly appointed day hour or time then and in each case and as often as the same shall happen the said Company shall forfeit and pay unto the said Secretary of State for India in Council his successors and assigns as and by way of liquidated damages the sum of rupees five hundred for each and every successive twenty-four hours up to the seventh day inclusive which shall elapse from and after the duly appointed hour until such vessels shall actually proceed to sea on her voyage in the due performance of this Contract and in calculating such delay any fraction of a day shall reckon as a complete twenty-four hours but nevertheless so that the said Company shall not in any case be liable to any penalties under this clause if the default be proved to the satisfaction of the Government of India (which shall be notified in writing to the said Company by one of the Secretaries to the Government of India or by the Director General of the Post Office) to have arisen from circumstances over which the said Company and their servants had not and could not have had any control. *do*

14. That in case any vessel employed or to be employed in the performance

different from old

of this Contract on Lines Nos. 1, 2, 3, 4, 8, 9, 10 and 12 as particularised in clause 5 hereof shall not arrive at the several ports or places at the time or times at which having regard to the stipulated duration of the several passages the same vessel ought so to arrive then and in each and every of such cases and as often as the same shall happen the said Company shall forfeit and pay unto the said Secretary of State for India in Council his successors in office and assigns as and by way of liquidated damages the sum of Rs 5 for every hour and fraction of an hour after the time fixed for arrival during which the said vessel shall fail to arrive at the next port of destination but nevertheless so that the said Company shall not in any case be liable to any penalties under this clause if the late arrival does not exceed six hours or in the case of arrivals at Calcutta from Rangoon of vessels employed on Line No. 1 if the late arrival does not exceed nine hours or if the default be proved to the satisfaction of the Government of India or of the Director General of the Post Office (which shall be notified in writing to the said Company by one of the Secretaries to the Government of India or by the Director General of the Post Office) to have arisen from circumstances over which the said Company and their servants had not and could not have had any control provided always that if the late arrival exceeds the further time hereby allowed the penalty shall be payable for the whole period of delay counting from the hour when such vessel should have arrived. At the end of each quarter the average duration of the series of voyages on each line shall be ascertained and if found to be within contract time (not including the further time hereby allowed) the Government of India may exempt any particular voyages from penalty.

same as old

15. That in case any such vessel shall fail to remain at any of the Ports of call for the spaces of time mentioned in the said Schedule A hereunto annexed or shall commence the voyage before the time appointed in the said Schedule (unless the earlier departure of such vessel shall be authorised in writing by the Government) the said Company shall forfeit and pay unto the said Secretary of State for India in Council his successors or assigns as and by way of liquidated damages the sum of Rs 100 for every hour and fraction of an hour which such vessel shall so fail to remain less than the specified time. With a view to the punctual arrival of the vessels at the Presidency cities the Masters of the vessels shall be permitted to exercise discretion in curtailing the stay at the minor intermediate ports Government however shall have the power to detain the vessels the full schedule time if the exigencies of the public service require it.

same as old

16. That the said Company shall and will when and so often as they or (as respects places other than Calcutta) when and as often as they or any of the Masters of their respective vessels shall be required so to do on the requisition in writing of the Government or the Post Master at any port or place receive and convey any postal officer proceeding on duty and all postal stores etc. free of all charges according to the class by which under the Regulations of the Government of India for the time being the said postal officer may be entitled to travel (together with such servant or servants as he may be entitled to take with him under the said Government Regulations for the time being also free of charge) provided nevertheless that not more than two such free passages exclusive of the free passages granted to Post Office sorters and packers on Line No. 8 under clause 20 of this Contract shall be claimable at one and the same time by the same steamer.

about 15 lines of para 16 of old contract are omitted here

17. That every sum of money stipulated to be forfeited by the said Company shall be considered as liquidated or ascertained damages and shall be deducted out of any moneys then payable or which may thereafter become payable to the Company or the payment thereof may be enforced with full costs of suit and no payment on account of the Contract shall be deemed as a waiver of the right to recover any antecedent penalty to which the said Company may be liable. Provided always that no sum forfeited by the said Company shall be recoverable after the lapse of two years from the date when such sum became forfeited by the said Company.

18. That all notices and directions which the said Secretary of State for India in Council or the Government are by these presents authorized and empowered to give to the said Company their officers servants or agents may as respects places other than Calcutta and Bombay be either delivered to the Master of any of the said vessels or other officer or agent of the said Company in the charge or management of any vessel employed in the performance of this Contract or may be left for the said Company at their last known office or place of business in India and that as respects Calcutta and Bombay all such notices shall be so left for the said Company at their last known office or place of business in Calcutta and Bombay respectively.

19. That the said Company shall and will provide and maintain free of any additional charge a good and efficient steam launch for each of the following services:—

- (1) On the Rangoon River for the purpose of conveying the mails from Elephant Point to Rangoon whenever the vessel carrying the mails is unable to proceed at once up the said river to Rangoon.
- (2) On the Tavoy river for the purpose of conveying the mails and passengers between the mouth of the said river and Tavoy, unless steamers of light draught that can at all times run up to Tavoy should be placed on Line No. 7.
- (3) For landing the mails at Karachi.

20. That the said Company shall and will provide free of any additional charge on all the vessels employed under this Contract on Line No. 8 a sorting room the area of which shall be at least 11 feet by 9 or 99 square feet and which shall be fitted at the expense of the Company according to a plan to be approved of by the Director General of the Post Office of India and shall be so placed on such vessels as to be either immediately over or in direct communication with the mail room so that the sorters may have free access to the mail bags at all times. The Company shall also provide free of charge accommodation and messing suitable in the opinion of the said Director General for two sorters and two packers on each vessel employed at any time on Line No. 8.

in the old

21. That the said Company's vessels employed under this Contract on Line No. 3 shall as provided for in clause 5 call weekly both on the outward and inward voyages at Kyoukphyoo (throughout the year) and at Sandoway

(during the fair season from November to May or thereabouts according to the weather) Provided nevertheless that the Government of India shall be at liberty on giving to the said Company 12 months' notice in writing of the intention to do so to stop the said weekly calls at both or either of the said places and if the weekly calls at both the above places shall be stopped but not otherwise the sum of Rs 20,000 shall be deducted in each year from the subsidy of Rs 5,05,500 agreed to be paid to the Company under clause 23 hereof.

22. That in the event of a railway being constructed to Chittagong the Government of India shall be at liberty on giving 12 months' notice in writing of the intention to do so to determine this Contract so far as relates to Line No. 3 viz. the weekly communication between Calcutta Chittagong Akyab Kyaukphyoo Sandoway and Rangoon in which case the sum of Rs 30,000 including the 20,000 mentioned in clause 21 shall be deducted in each year from the general annual subsidy of Rs 5,05,500 next hereinafter mentioned.

23. And this Indenture further witnesseth that in consideration of the premises and of the due and faithful performance by the said Company of all the several services hereby contracted to be performed by them the said Secretary of State for India in Council for himself his successors in office and assigns doth hereby covenant that there shall be paid to the said Company their successors and assigns so long as they perform the said several services in the manner and with such vessels as hereinbefore provided the annual subsidy of Rs 5,05,500 only (subject to increase under clause 5 proviso (5) hereof) such subsidy to be payable for each month or other period or fraction thereof on the 15th day of each succeeding month on production of certificates from the Post Masters of the several ports signifying the due carriage and delivery of the said mails according to this Contract during the preceding month or other period. Provided that such subsidy of Rs 5,05,500 shall be subject to such deductions as may at any time be made under any clause hereof.

24. And it is hereby agreed and declared that this Contract shall commence on the 1st day of May 1894 and shall except as hereinbefore provided continue in force up to the 30th day of April 1904 and shall then terminate if either the said Secretary of State for India in Council or the said Company shall have given notice in writing to the other party on or before the 30th day of April 1903 of his or their intention to put an end to the Contract and in the absence of such notice shall continue in force until the expiration of 12 calendar months from the time when such notice shall have been or may be given.

25. And it is further agreed and declared that without the consent of the said Secretary of State signified in writing under the hand of one of the Secretaries for the time being to the Government of India his Contract shall not nor shall any part thereof be assigned underlet or disposed of and in case of the same or any part thereof being assigned underlet or otherwise disposed of without the consent signified as aforesaid or of any great and habitual breach of this agreement on the part of the said Company their officers agents or servants and whether there be or be not any penalty or sum of money payable by the Company for any such breach it shall be lawful for the Secretary of State for India

in Council if he shall think fit by writing under his hand or under the hand of one of the Secretaries for the time being to the Government of India to determine this Contract without any previous notice to the Company or their agents nor shall the said Company be entitled to any compensation in respect of such determination.

26. If at any time during the continuance of this Contract or after the determination thereof any dispute shall arise between the parties hereto their successors or assigns respectively concerning any breach or alleged breach by or on the part of the said Company of this Contract or the sufficiency of any such breach to justify the Secretary of State for India in Council in putting an end to the same or concerning any of the covenants matters or things herein contained or in any way relating thereto and notwithstanding the power herein contained to determine this agreement and any execution or attempted execution of such power such dispute shall be referred to two arbitrators one to be chosen by the Government of India and the other by the said Company and if such arbitrators shall at any time or times not agree in the matter or question referred to them then such question or difference shall be referred by them to an umpire to be chosen by such arbitrators before they proceed with the reference to them and the joint and concurrent award of the said arbitrators or the separate award of the said umpire when the said arbitrators cannot agree shall be binding and conclusive upon both parties.

27. If on the termination of this Contract by effluxion of time or otherwise any vessel or vessels have started or shall start with the mails in conformity with this Contract such voyage or voyages shall be continued or performed and completed to the terminus and the mails be delivered and received during the same as if this agreement had remained in force with regard to any such vessel or vessels and services and with respect to any such vessels and services last aforesaid this agreement shall be considered as having terminated when such vessels and services shall have reached their port or place of destination and been performed and subsidy at a proportionate mileage rate (calculated upon the mileage rate of subsidy payable under this Contract) shall accrue and be paid on the voyage or voyages so completed.

28. And lastly the said Company shall and will upon and in case of the determination of this Contract by notice as aforesaid in consequence of a breach of contract on their part or upon or in case of the winding up of the said Company either by order of Court or voluntarily pay unto the said Secretary of State for India in Council his successors in office or assigns the sum of Rs 2,00,000 as and by way of liquidated damages and in the event of the said Company going into liquidation the said sum of Rs 2,00,000 shall and may be proved against the assets of the said Company as a liquidated debt.

In Witness whereof the said British India Steam Navigation Company "Limited" have hereunto affixed their seal and one of the Secretaries to Government in the Financial Department by order of the Right Hon'ble the Viceroy and Governor General of India in Council acting for and on behalf of

the said Secretary of State in Council has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered by the **BRITISH INDIA STEAM NAVIGATION COMPANY LIMITED** by their Attorney William Currie

in the presence of

(Sd.) R. Leycester Upton,

Solicitor to Government, Calcutta.

The British India Steam Navigation Co. Limited by their Attorneys

(Sd.) William Currie

Signed, Sealed and Delivered by James Fairbairn Finlay, SECRETARY TO THE GOVERNMENT IN THE FINANCIAL DEPARTMENT acting for and on behalf of the Governor General of India in Council acting for and on behalf of the Secretary of State for India in Council in the presence of

(Sd.) J. O. Power,

Superintendent, Finance and Commerce Department.

(Sd.) J. F. Finlay,

Secretary to the Government of India in the Finance and Commerce Department.

Schedule A.

Line No. 1.

Once a week starting from Calcutta and Rangoon on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 12 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Calcutta . . .	...	...	...	The Government may direct that the mails be embarked and landed at Diamond Harbour. In such case the time allowed shall be reduced to 63 hours, and the Company shall keep a large steam launch at Diamond Harbour for shipping and landing the mails.
Rangoon . . .	787	65½	..	
And back.				

Line No. 2.

Once a week starting from Calcutta and Rangoon on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 10 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Calcutta . . .	...	...		
Rangoon . . .	787	78½	...	
And back . . .				

Line No. 3.

Once a week starting from Calcutta and Rangoon on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 9 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Calcutta . . .	...	...		The Government may direct that mails be embarked and landed at Diamond Harbour by the Company.
Chittagong . . .	376	42	6 hours of day-light.	
Akyab . . .	190	21	Ditto.	
Kyaukphyoo . . .	76	8½	3 hours of day-light.	
Sandoway . . .	119	13	2 hours of day-light.	Sandoway will be a port of call during the fair season only.
Rangoon . . .	347	38½		
And back by the same route.				

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Schedule A—continued.

Line No. 4.

Once a week starting from Madras and Rangoon on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 11 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Madras . . .	...	...	...	In the south-west monsoon, i.e., during the period from May to September, the speed would be calculated on the combined up and down journey.
Rangoon . . .	1,020	92½	...	
And back.				

Line No. 5.

Once a week starting from Madras and Rangoon on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 9 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Madras . . .	...	...	6 hours of day light	The Government may also direct the Company's steamers to call at Calingapatam, Burwah, and Gopaulpore, the minimum stay at each port being six hours of day-light, and in the event of such ports being called at the time allowed for the voyage, Madras to Rangoon, or <i>vice versa</i> , shall be extended proportionately. The Company shall also have the option of calling at these ports if inducement officers. In the monsoon, i.e., during the period May to September of each year, the speed would be calculated on the combined up and down journey.
Masulipatam . . .	200.	22½		
Coconada . . .	100	11		
Vizagapatam . . .	74.	8½		
Bimlipatam . . .	17	2		
Rangoon . . .	808	90		
And back by the same route.				

Line No. 6.

Three times a week starting from Rangoon and Moulmein on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Rangoon . . .	...	...	...	
Moulmein . . .	147	During the hours of daylight.	...	
And back.				

Schedule A—continued.

Line No. 7.

Once a week starting from Rangoon and Mergui on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 7½ knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Rangoon . . .	...	...	...	Moulmein will be a port of call on every alternate trip only. The steamer employed for the performance of the service between Moulmein, Tavoy River and Mergui need not necessarily belong to the Company, but the Company may arrange to use another Company's steamer for the purpose, anything in clause 25 of this Contract to the contrary notwithstanding. A subsidiary steam launch shall be provided between Tavoy and the mouth of the Tavoy River if the steamers do not run up to Tavoy.
Moulmein . . .	147	19½	One day of 24 hours.	
Tavoy River . . .	207	27½	3 hours of day-light.	
Mergui . . .	90	12		
And back by the same route.				

Line No. 8.

Once a week starting from Bombay and Karachi on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 13 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Bombay . . .	...	...	...	In the south-west monsoon the weather may occasionally make it impossible to maintain this rate of speed on the upward voyage. In the monsoon the speed would be calculated on the combined up and down journey, so that any delay in going up would be compensated for by the fair wind returning, provided that arrivals in Bombay are in time for the Post Office to despatch foreign mails by the outgoing P. and O. steamer. In the monsoon the steaming distance from Bombay to Karachi and <i>vice versa</i> is taken at 520 knots.
Karachi . . .	495	38	...	
And back . . .				

Line No. 9.

Once a week starting from Bombay and Karachi on fixed days.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 10 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Bombay . . .	...	...	...	In the south-west monsoon the speed would be calculated on the combined up and down journey, so that any delay in going up would be compensated for by the fair wind returning. In the monsoon the steaming distance from Bombay to Karachi and <i>vice versa</i> is taken at 520 knots. This line may be worked in connection with line No. 11.
Karachi . . .	495	49½	...	
And back . . .				

Schedule A—concluded.

Line No. 10.

Once a week starting from Bombay and Karachi on fixed days.

Once a week sailing from Bombay to Karachi.				
PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 9 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Bombay . . .	...	...	...	The Government may direct the Company's steamers to call at any port or ports between Bombay and Karachi. The minimum period of stay at any such port shall be three hours of daylight, and in the event of a steamer being required to call at any port not here mentioned, the time allowed for the voyage between Bombay and Karachi shall be extended proportionately, but if a steamer is not required to touch at one or more of the ports of call specified, the time allowed for the voyage shall be reduced proportionately.
Veraval . . .	102	21½	} 3 hours of daylight.	
Porebandar . . .	65	7½		
Cutch-Mandvi . . .	120	13½		
Karachi . . .	182	20½		
And back by the same route.				

Line No. 11.

Once a week starting from Karachi and Basrah on fixed days.

Once a week starting from Karachi and

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port at 8 knots an hour.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Karachi . . .	...	...	...	The Government may direct the Company's steamers to call at any port or ports in the Persian Gulf, in addition to those here mentioned, and in such case the period of stay at such port or ports shall be three hours of daylight, and the time allowed for the voyage between Karachi and Basrah shall be extended proportionately. Places marked thus* shall be ports of call on every alternate trip only. The average duration of the journey, including detentions at ports, shall not exceed 8 days on the up and 9 days on the down voyage. This line may be worked in connection with line No. 9.
*Guadar . . .	257	32	3 hours of daylight.	
*Muscat . . .	230	28½		
*Jask . . .	140	17½		
Bandar-Abbas . . .	130	16½		
Linga . . .	120	15		
Bushire . . .	315	39½		
Fao . . .	142	17½	...	
Basrah . . .	55	7		
And back by the same route				

Line No. 12.

Once a day (Sundays excepted) starting from Tuticorin and Colombo.

PORTS.	Distance from Port to Port.	Time allowed for the runs from Port to Port.	Minimum period of stay at Ports.	REMARKS.
	Knots.	Hours.		
Tuticorin . . .	...	...	...	
Colombo . . .	150	16 hours (weather permitting).	...	
And back . . .				

(Sd.) J. O. POWER,

Superintendent Finance and Commerce
Department.
Witness.

(Sd.) WILLIAM CURRIE.
(Sd.) J. F. FINLAY,

Secretary to the Government of India in
the Finance and Commerce Department.