

which are conditional on the subsistence of the Company's right to the same subsidy, in which case the said subsidy shall cease to be payable. It being hereby agreed and declared, that if the Company can satisfy the Chief Justice of either of the said colonies, if both Governors shall so give notice, or of the colony whose Governor shall so give notice that the Company have been and are making all reasonable efforts to repair or replace the said cable without delay, and he shall determine that the said period of 183 days ought under the circumstances to be extended, then the said period of 183 days shall be extended to such a period as the said Chief Justice shall determine; and if the Company can satisfy the said Chief Justice that any new cable which the Company may have obtained to replace the said cable has been lost or damaged in transit, and the said Chief Justice shall determine that the said period of 183 days ought in consequence to be further extended, then the same period shall be further extended to such a period as the said Chief Justice shall determine. It being nevertheless expressly agreed and declared, that the Company shall not be entitled to or allowed, under any circumstances, any extension of the said period of 183 days so as to make up in the whole a period in excess of eighteen calendar months. And it being further agreed, that in the event of the contracts hereby made, and the said subsidies or either of them being so determined and put an end to as aforesaid, the Company shall have and retain their property in New Zealand and New South Wales respectively, with all such similar rights of working and using the said cable and repairing the same as they would have had and been entitled to if the Company had laid the said cable with the approval of the Governors without any provision having been made for payment of any subsidy by the Governors or either of them to the Company; and that while the Company shall duly observe and perform all the provisions and agreements herein contained, on their part to be observed and performed, which are not conditional on the subsistence of their right to a subsidy, they shall retain all other rights hereby granted to them, which are not conditional on the subsistence of their right to a subsidy.

18. The Company shall reduce their charges for messages over their lines and cables as hereinafter mentioned. If the Governors and the respective Governors for the time being of the other Australian colonies, or any of them, shall enter, or be ready and willing and offer to enter, into an agreement or agreements with the Company for the payment to the Company, in addition to any other subsidy payable under these presents, of an aggregate of subsidies amounting to £20,000 per annum payable quarterly, during a period of ten years, at the respective Treasuries of the colonies, free of income or property tax (if any payable) in the colonies respectively, such subsidies nevertheless being subject to be reduced (*pro rata* if necessary) by £100 per annum, for or in respect of every 100 messages beyond 30,000 messages which shall be transmitted in any year, to be computed from the day from which the said subsidies shall commence to be payable, and the said subsidies being also nevertheless subject to suspension or determination as hereinafter mentioned.

19. During the continuance of the subsidies in the last preceding clause mentioned, the Company shall not, in the event last aforesaid, make any charge for the transmission of such messages as hereinafter mentioned in excess of the charges hereinafter mentioned, that is to say:—For a message not exceeding ten words to or from Port Darwin from or to London, sixty shillings, and six shillings for each additional word, the names and addresses of the sender and addressee thereof being counted as part of the message. For a like message to or from Port Darwin from or to Java, twenty shillings, and two shillings for each additional word, in addition to any terminal or transit charges of the Governments of the respective countries at which the message shall have to be delivered, or through which it shall have to be transmitted. For a like message to or from Port Darwin from or to Singapore, India, or Penang, thirty shillings, and three shillings for each additional word, in addition to any such terminal or transit charges as aforesaid. And for a like message to or from Port Darwin from or to Hong Kong sixty shillings, and six shillings for each additional word, in addition to any such terminal or transit charges as aforesaid. And in case the rates the Company may have to pay for transmission of a message between Madras and London shall at any time or from time to time be reduced more than one shilling below the rate of one pound seven shillings, including the charges made by the Indian Government, then during the continuance of such reduction the rate above mentioned for a message to or from Port Darwin from or to London shall be reduced to the extent of such reduction beyond the one shilling; and if at any time the rate the Company may have to pay for transmission of a message between Madras and London shall be increased beyond the present rate, the Company shall be at liberty to determine and put an end to the arrangement as to reduced rates in this clause mentioned, in which case the said subsidies amounting to £20,000 shall cease to be payable.

20. The Company shall, in the event mentioned in clause No. 18 of these presents, from time to time and at all times after the said last-mentioned subsidy shall commence to be, and so long as the same shall be payable, keep open and use for the transmission of messages all the lines of cable or telegraph wire belonging to or worked by them between any of the places in the last preceding clause mentioned, except between Singapore and Hong Kong, and shall keep and maintain the same in good working order and condition, and properly supplied with all such operators, clerks, apparatus, instruments, appliances and materials as shall be requisite or necessary for the proper and regular use and working of the same.

21. Provided always that if at any time or from time to time any of the lines of cable or telegraph wire between the places in clause No. 19 of these presents mentioned, except between Singapore and Hong Kong, shall not be in good working order and condition, and open for use so as to enable any of such messages as in the same clause mentioned to be transmitted for any day or number of days in excess of an aggregate period of thirty days in any one year, computed from the day on which the said last-mentioned subsidies shall commence to be payable, the Governors of the colonies liable to pay the same, or any or either of them, shall and may from time to time deduct from any moneys payable by such Governors respectively to the Company, a proportionate part of the subsidy payable by such Governors respectively for and in respect of each day or days so in excess of the said aggregate period of thirty days, during which any of the same lines of cable or telegraph wire shall not be in good working order and condition and open for use until the said cable shall be in good working order and condition and open for use, or until the said subsidy shall be determined under the next clause of these presents.