

issued by the master for the good order, health, and comfort of the passengers and crew, and the safety of the vessels.

22. During the continuance of this contract, and so long as the same shall be faithfully carried out, all steam-vessels employed therein shall be exempt from the payment of light dues at New Zealand ports, and also from the payment of harbour dues, as defined by "The Harbours Act, 1878," at the first port of arrival in the colony.

23. This contract or any part thereof shall not be assigned, underlet, or disposed of by the company without the consent in writing of the Postmaster-General first obtained for that purpose.

24. In case this contract or any part thereof shall be assigned, or underlet, or otherwise disposed of by the company, otherwise than with such consent as last aforesaid, or in case of any great or habitual non-performance or non-observance of this contract, or of any of the covenants, matters, or things herein contained, and on the part of the company, their officers, agents or servants, or any of them, to be observed and performed, and whether there be or be not any penalty or sum of money payable by the company for any such non-observance or non-performance, it shall be lawful for the Postmaster-General, if he shall be of opinion that the company is not *bonâ fide* carrying out the provisions herein contained, by writing under his hand, to determine this contract without any previous notice to the company or their agents. The company shall not be entitled to any compensation in respect of such determination, nor shall such determination deprive the Postmaster-General of any right or remedy to which he would be otherwise entitled by reason of any non-observance or non-performance of any of the provisions herein contained.

25. If, within but not after twenty-eight days after any notice of the determination of this contract shall have been given to the company, the company shall give notice in writing to the Postmaster-General that it requires the question whether there was such a great or habitual non-performance or non-observance of this contract on the part of the company as to justify the Postmaster-General in determining the same to be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided.

26. In case the arbitrator or arbitrators, or the umpire, shall at any time or times decide that the Postmaster-General was not justified in determining the contract, the Postmaster-General shall have and be entitled from time to time to exercise the power hereinbefore given to determine the contract as fully and effectually as if he had not on any previous occasion or occasions attempted to exercise such power; and the company shall not be entitled to any compensation in respect of the attempted determination of the contract or any loss or damages which may be incurred by the company by reason thereof.

27. The Postmaster-General may except from any such determination as aforesaid any voyage or voyages, and if any vessel or vessels shall have started before the determination or before the masters thereof could have received news of such determination, or if any such vessel should, after the determination, start with a mail on any voyage or voyages so excepted as aforesaid, such voyage or voyages shall be continued and performed, and the mails be delivered and received, as if this contract had remained in force with regard to any such vessel or vessels, and with respect to such vessels this contract shall be considered as having terminated only when such vessels shall have reached their port of destination and the mails carried by them shall have been delivered.

28. Every notice or direction which is hereby authorized to be given to the company, their agents, officers, or servants, may be delivered to the master of any of the said vessels or other officer or agent of the company in charge or having the management of any vessel employed in the performance of this contract on board such vessel, or left for the company on board such vessel, or at the office or place of business of the company at Plymouth, or London, or a New Zealand port, and any notices or directions so given or left shall be binding on the company: Provided that any notice of the determination of this contract given under the powers hereinbefore contained shall be given to the company or left for it at its last known office or place of business in Wellington, or at any other New Zealand port the Postmaster-General may think fit.

29. If the company shall fail to commence the performance of the services hereby contracted to be performed according to the provisions hereof, or, having commenced the same, shall refuse or wilfully neglect to carry on the same according to the true intent and meaning of these presents, the company shall forfeit and pay to the Postmaster-General the sum of seven thousand five hundred pounds (£7,500) as by way of liquidated damages, and not by way of penalty.

30. All and every the sums of money hereby stipulated to be paid by the company shall be considered as liquidated damages whether any damage or loss shall or shall not have been sustained, and may be set off by the Postmaster-General against any moneys payable to the company under or by virtue of this contract, or may be enforced against the company as a debt due, with full costs of suit, at his discretion: Provided that the payment by the company of any sums of money for any default or neglect in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the right of the Postmaster-General to treat such defaults or neglects as a non-observance or non-performance of this contract on the part of the company.

31. If any dispute, question, difference, or controversy shall arise between the Postmaster-General and the company touching these presents, or any clause or thing herein contained, or the construction thereof, or any matter in any way connected with these presents, or the operation thereof, or the rights, duties, or liabilities of the Postmaster-General or of the company, then and in every such case the matter in difference shall be referred to arbitration in manner hereinafter mentioned; and the award of the arbitrator or arbitrators, or of the umpire, appointed as hereinafter mentioned, as the case may be, shall be binding and conclusive in every respect.

32. Unless the Postmaster-General and the company shall concur in the appointment of a single arbitrator, each party, on the request of the other party, shall nominate and appoint an arbitrator to whom such dispute, question, difference, or controversy shall be referred, and every