

21. Every such mail officer or agent and assistant shall be recognised and treated by the Company, its officers and agents, as the agent of the Postmaster-General, and as having full authority in all cases to require a due and strict performance of this contract: Provided that no such agent, officer, or assistant shall have power to control or interfere with any master, commander, or officer in the performance of his duty; and every such agent, officer, and assistant shall be subject to all general orders issued by the master or commander for the good order, health, and comfort of the passengers and crew, and the safety of the vessels.

22. This contract, or any part thereof, shall not be assigned or underlet or disposed of by the Company without the consent, in writing, of the Postmaster-General first obtained for such purpose: And if the Company shall assign, underlet, or otherwise dispose of this contract, or any part thereof, 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, its officers, agents, or servants, or any of them to be observed or 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 provision herein contained, and he shall so think fit (notwithstanding there may or may not have been any former non-observance or non-performance of this contract), by writing under his hand, to determine this contract without any previous notice to the Company or its agents. And the Company shall not be entitled to any compensation in respect of such determination, and such determination shall not deprive the Postmaster-General of any rights or remedies to which he would otherwise be entitled by reason of any non-observance or non-performance of any of the provisions herein contained.

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

24. All notices or directions which are hereby authorised to be given to the Company, its officers, servants, or agents, may be delivered to the master or commander of any of the said vessels, or other officer or agent of the Company in the charge or 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 either of its offices at Auckland, Wellington, or Dunedin, 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 shall be given to the Company, or left for them at their last known office or place of business in Wellington or Dunedin, as the Postmaster-General may think fit.

25. It shall be lawful for the Postmaster-General, by writing under his hand, at any time, and from time to time, to delegate all or any of the powers vested in him by virtue of this contract to such person or persons as he may think fit.

26. If the Company shall fail to commence the performance of the services hereby contracted to be by it 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, it shall forfeit and pay to the Postmaster-General the sum of three thousand pounds, and such sum shall be received as liquidated damages, and not as a penalty.

27. All and every the sums of money hereby stipulated to be paid by the Company shall be considered as liquidated or ascertained damages, whether any damage or loss shall have 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 these presents, or may be enforced by the Postmaster-General as a debt due, with full costs of suit, at his discretion: Provided always that the payment by the Company of any sums of money for any neglect or default in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the rights of the Postmaster-General to treat such defaults as a non-observance or non-performance of this contract on the part of the Company.

28. If any dispute, question, difference, or controversy shall arise between the Postmaster-General and the Contractors 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 hereof, or the rights, duties, or liabilities of the Postmaster-General or of the Company, in connection with the premises, then and in every or any such case the matter in difference shall be referred to arbitration in manner hereinafter mentioned, and the award of the arbitrator, or the arbitrators, or the umpire, appointed as hereinafter mentioned, as the case may be, shall be binding and conclusive in every respect.

29. 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 appointment of an arbitrator shall be made on the part of the Postmaster-General under his hand and on the part of the Company under its corporate seal, and such appointment shall be made in duplicate, and be delivered, one part to the other party and the other part to the arbitrator on the part of the party by whom the same shall be made; and after any such appointment shall have been made neither party shall have power to revoke the same without the consent of the other, nor shall the death of either party operate as a revocation; and if for the space of fourteen days after any such dispute shall have arisen, and after a request in writing in which shall be stated the matters required to be referred to arbitration shall have been served upon the Postmaster-General