

by such contract vessels. This shall also apply to correspondence posted in the United Kingdom and Ireland, so far as the Postmaster-General of New Zealand may be able to influence the Imperial Post Office authorities: Provided that nothing in this clause shall be deemed to give the company any claim against the Postmaster-General in the event of the postal authorities in Great Britain sending any such mail-matter by a different route.

15. The mails shall be safely conveyed from Plymouth to a New Zealand port in 1,080 hours, and from a New Zealand port to Plymouth in 1,008 hours, such respective periods to be calculated from the times appointed for the departure of the mail respectively from Plymouth or the final port of departure in New Zealand.

16. If, during the continuance of this contract, the time occupied in conveying the mails is in excess of the said number of hours, then the moneys hereby made payable shall be reduced by four pounds (£4) for every hour so in excess: Provided that no penalty shall be enforced or reduction made in the moneys payable to the company until a period of forty-eight hours has elapsed after the period when the mails ought to be delivered by the company, and in any case the Postmaster-General shall have power to remit all or any part of such reduction if he shall be satisfied that the delay in conveying the mail was attributable to causes over which the company had no control:

Provided also that no penalty whatever for late arrival at or departure from any port shall be enforced against the company for delay in conveying the mails within the said specified periods in any case where the same is due to any general labour-strike or dispute in respect thereof tending to prevent the due despatch or arrival of any vessel employed under these presents; but nothing herein shall be deemed to extend to any strike, labour or other dispute, among or in respect of the crew of any such vessel or any other employés of the company.

17. If, from any cause whatever, at any time or times during the continuance of this contract, one of the said steam-vessels shall not be at Plymouth and at a New Zealand port respectively ready to put to sea in due time to perform the services hereby contracted to be performed, the company shall pay, as and by way of liquidated damages, to the Postmaster-General, for the use of the Government of the colony, in respect of every mail that shall be delayed by reason of such default, a sum of two hundred pounds (£200), and the further sum of fifty pounds (£50) for every successive twenty-four hours which shall elapse between the time at which the mail shall be appointed to leave the port and the time at which the vessel conveying the same shall actually leave the port; whether the vessel shall be one of those hereinbefore specially named, or any other vessel which the Postmaster-General may employ, or sanction being employed, for the purpose: Provided that the Postmaster-General shall have the same power of remission or reduction of any such sum hereby made payable as under like circumstances those mentioned in the last preceding clause hereof: Provided also that the maximum penalty for any one month shall not exceed one thousand pounds (£1,000).

18. So long as the efficient performance of the services hereby contracted for are not interfered with, the company may carry mails for any other country or colony at rates not less than those payable by the Postmaster-General hereunder, or such other rates as may from time to time be approved by the Postmaster-General; but the com-

pany shall have no claim against the Postmaster-General or the Government of New Zealand to any postage, nor to any money on account thereof, for mails carried in any vessel employed under this contract, or on account of any services rendered, except as herein specially agreed to be paid.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Every notice or direction which is hereby