

33. All notices or directions which are hereby authorized 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 the Company's office at Wellington or San Francisco; and any notices or directions so given or left shall be binding on the Company.

34. 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.

35. If the Company shall refuse or wilfully neglect to carry out the services hereby provided for, or any of them, according to the true intent and meaning of these presents, then, irrespective of any other liability it may thereby incur, it shall forfeit and pay to the Postmaster-General as liquidated damages, and not as a penalty, the sum of three thousand pounds.

36. In case of any non-performance or non-observance by the Company of this contract, or of any of the agreements, 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, 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, in addition to any other remedy he may have, if he shall be of opinion that the Company is not *bona fide* carrying out the provisions 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: Provided that such non-performance or non-observance of this contract has been duly pointed out to the Company, and reasonably prompt and effective steps have not been taken by it to have the provisions of this contract properly carried out.

37. Provided, however, and it is the true intent and meaning of these presents, that if the said vessels, any or either of them, or any vessel replacing either of such vessels, under this proviso shall be by the perils of the sea or other unavoidable casualty lost, destroyed, or temporarily disabled from performing any voyage or voyages according to the true intent and meaning of the agreements, stipulations, and provisions herein contained, such loss or disability shall not be deemed to be a breach of these presents or any matter or thing herein contained; but the said Company shall in such case, as soon as reasonably may be having regard to the circumstances, replace the said vessels or vessel so lost or destroyed by others or another of equal class, speed, equipment, character, and capacity, to the satisfaction and approval of the Postmaster-General, or to the like satisfaction and approval repair the damage done in case the said vessel has been only temporarily disabled, and continue the said service herein contracted for with such substituted or repaired vessel with as little loss of time as possible under all the circumstances: Provided always that there shall be no payment of any subsidy in respect of any voyage not actually and fully performed: Provided further that the Postmaster-General shall be the sole judge and have the final right of determination as to whether any suspension or temporary discontinuance of or delay in the said regular four-weekly service has been actually caused by the perils of the sea or other unavoidable casualties within the meaning of this proviso, and his finding and determination thereon shall be conclusive and binding on the Company.

38. In the event of the Government of Tahiti not paying a subsidy to the Company towards the service, the Company shall be at liberty to omit the calls of its vessels at Papeete.

39. If any dispute, question, or difference shall arise between the Postmaster-General and the Company upon any matter herein provided for, or touching or concerning the construction, operation, or effect of these presents, as to which by these presents it is not provided that the same shall be determined and settled by the Postmaster-General, then and in every such case the matter in difference shall be referred to the arbitration of two arbitrators, one to be appointed by the Company and one by the Postmaster-General; and this provision shall be deemed to be a submission to arbitration under and subject to the provisions of the Arbitration Act, 1908, and any arbitration hereunder shall, unless the Postmaster-General otherwise agrees, be held and conducted in Wellington.

In witness whereof these presents have been executed the day and year first above written.

Signed by Robert Heaton Rhodes, the said Postmaster-General, in the presence of—

R. HEATON RHODES.

W. CROW,

Private Secretary to the Postmaster-General.

The common seal of the Union Steam Ship Company of New Zealand (Limited) was hereunto affixed in the presence of—

[SEAL.]

C. W. RATTRAY,
G. R. RITCHIE, } Directors.