

upon such failure the party making the request, and having appointed an arbitrator, may appoint such arbitrator to act on behalf of both parties, and such arbitrator may proceed to hear and determine the matters which shall be in dispute, and in such case the award or determination of such single arbitrator shall be final.

33. If, before the matter so referred shall be determined, any arbitrator appointed by either party die or become incapable, the party by whom such arbitrator was appointed, his successors in office, executors, or administrators may nominate and appoint in writing some other person to act in his place; and if for the space of fourteen days after notice in writing from the other party for that purpose he fail to do so, the remaining or other arbitrator may proceed *ex parte*, and every arbitrator so to be substituted as aforesaid shall have the same powers and authorities as were vested in the former arbitrator at the time of such his death or disability as aforesaid.

34. Where more than one arbitrator shall have been appointed, such arbitrators shall, before they enter upon the matters referred to them, nominate and appoint, by writing under their hands, an umpire, to decide on any such matters on which they shall differ, or which shall be referred to him; and if such umpire shall die or become incapable to act, they shall forthwith after such death or incapacity appoint another umpire in his place, and the decision of every such umpire, on the matters so referred to him, shall be final.

35. If, in either of the cases aforesaid, the said arbitrators shall refuse, or shall for fourteen days after the request of either party to such arbitration neglect, to appoint an umpire, the Governor for the time being of the Colony of New South Wales shall, on the application of either party to such arbitration, appoint an umpire, and the decision of such umpire on the matters on which the arbitrators shall differ or which shall be referred to him shall be final.

36. If, when a single arbitrator shall have been appointed, or shall be proceeding *ex parte* under any of the provisions herein contained, such arbitrator shall die or become incapable to act before he shall have made his award, the matters referred to him shall be determined by arbitration in the same manner as if no such arbitrator had been appointed.

37. If, where more than one arbitrator shall have been appointed, either of the arbitrators refuse or for fourteen days neglect to act, the other arbitrator may proceed *ex parte*, and the decision of such other arbitrator shall be as effectual as if he had been the single arbitrator appointed by both parties.

38. If, where more than one arbitrator shall have been appointed, and where neither of them shall refuse or neglect to act as aforesaid, such arbitrators shall fail to make their award within three calendar months after the day on which the last of such arbitrators shall have been appointed, or within such extended time (if any) shall have been appointed for that purpose by both such arbitrators under their hands, the matters referred to them shall be determined by the umpire to be appointed as aforesaid; and the umpire shall make his award within three calendar months after the time when his duties shall commence, or within such extended time (if any) as shall have been appointed for that purpose by the umpire under his hand.

39. The said arbitrator or arbitrators or their umpire may call for the production of any documents in the possession or power of either party which they or he may think necessary for determining the question in dispute, and may examine the parties or their witnesses on oath, and administer the oaths necessary for that purpose.

40. The costs of every such arbitration and of the award shall be in the discretion of the arbitrator, arbitrators, or umpire, who may direct to and by whom and in what manner the same or any part thereof shall be paid.

41. The arbitration shall take place and be conducted at Sydney aforesaid, and the arbitrator or arbitrators, or the umpire, as the case may be, shall deliver his or their award in writing to the Postmasters-General, and the Postmasters-General shall retain the same, and shall forthwith, on demand, at their own expense, furnish a copy thereof to the Contractors, and shall at all times, on demand, produce the said award, and allow the same to be inspected or examined by the Contractors or any person appointed by them for that purpose.

42. This submission to arbitration may be made a rule of any of the superior Courts of the United Kingdom of Great Britain and Ireland, or of the said colonies, on the application of either the Postmasters-General or the Contractors.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

*Schedule A above referred to.*

Scale of payment to be made by the Postmaster-General of New South Wales for each mail conveyed from San Francisco to Sydney, and *vice versa* :—

If conveyed within six hundred hours, one thousand five hundred and thirty-eight pounds nine shillings and twopence.

If not so conveyed, but conveyed within six hundred and twenty-two hours, one thousand four hundred and forty-two pounds six shillings.

If not so conveyed, but conveyed within six hundred and forty-eight hours, one thousand three hundred and forty-six pounds three shillings.

If not so conveyed, but conveyed within six hundred and seventy-eight hours, one thousand two hundred and fifty pounds.

If not so conveyed, but conveyed within seven hundred and eight hours, one thousand one hundred and fifty-three pounds sixteen shillings and eleven pence.

*Schedule B above referred to.*

Scale of payment to be made by the Postmaster-General of New Zealand for each mail conveyed from San Francisco to New Zealand, and *vice versa* :—

If conveyed from San Francisco to Auckland within five hundred and forty-six hours, and from San Francisco to Port Chalmers within six hundred and seventy-one hours, or from Port Chalmers to