

formance of any of the provisions herein contained: Provided always, that if within but not after twenty-eight days after any notice of the determination of this contract shall have been given to either of the Contractors, or left for them as hereinafter mentioned, the Contractors shall give notice in writing to the Postmasters-General that they require that the question, whether there was such a great or habitual non-observance or non-performance of this contract on the part of the Contractors as to justify the Postmasters-General in determining the same, shall be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Postmasters-General and the Contractors. In case the arbitrator or arbitrators, or the umpire, shall at any time or times decide that the Postmasters-General were not justified in determining the contract, the Postmasters-General shall have and be entitled from time to time to exercise the power hereinbefore given to them to determine the contract as fully and effectually as if they had not on any previous occasion or occasions attempted to exercise such power.

25. The Postmasters-General may, if they think 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.

26. All notices or directions which are hereby authorized to be given to the Contractors, their 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 Contractors in the charge or management of any vessel employed in the performance of this contract, on board such vessel, or left for the Contractors on board such vessel, or at either of the offices or houses of business at Sydney or Auckland of the Contractors or their agents, and any notices or directions so given or left shall be binding on the Contractors: Provided always that any notice of the determination of this contract shall be given to one of the Contractors, or left for them at their last known office or place of business in San Francisco, Sydney, or Auckland, if any, as the Postmasters-General may think fit.

27. It shall be lawful for the Postmasters-General, or either of them, by writing under their respective hands, at any time and from time to time to delegate all or any of the powers, whether joint or several, vested in them or him respectively by virtue of this contract, to such person or persons as they or he may think fit.

28. If the Contractors shall fail to commence the performance of the services hereby contracted to be by them 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, they shall forfeit and pay to the said Postmasters-General the sum of twenty-five thousand pounds, to be equally divided between the Postmasters-General, as and by way of liquidated damages and not by way of penalty.

29. All and every the sums of money hereby stipulated to be paid by the Contractors 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 Postmasters-General, or either of them, against any moneys payable to the Contractors under or by virtue of these presents, or may be enforced by both or either of the Postmasters-General as a debt due, with full costs of suit, at their or his discretion: Provided always that the payment by the Contractors 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 Postmasters-General, or either of them, to treat such defaults as a non-observance or non-performance of this contract on the part of the Contractors.

30. The Contractors, with two sureties, to be approved by the Postmasters-General, shall jointly and severally enter into a bond in the penal sum of £25,000 conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors herein contained, according to a draft already agreed upon.

31. If any dispute, question, difference, or controversy shall arise between the Postmasters-General or their respective Governments 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 said Governments respectively, or of the Contractors, 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.

32. Unless the Postmasters-General and the Contractors 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 Postmasters-General under their hands, and on the part of the Contractors under their hands, or under the hand of either of them, or under the hand of the accredited agent of the Contractors, if any, at Sydney or Auckland; 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 Postmasters-General respectively, or given to either of the Contractors, or left for them at their last known office or place of business in San Francisco, Sydney, or Auckland (if any), as the case may be, by the one party on the other party, to appoint an arbitrator, such last-mentioned party fail to appoint an arbitrator, then