

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 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 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 act as a revocation.

33. If, for the space of twenty 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, or given to the company, or left at its last known office or place of business in Wellington, as the case may be, by the one party or the other party, to appoint an arbitrator, such last-mentioned party fail to appoint an arbitrator, then, 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.

34. If, before the matters 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, or successors and assigns, may nominate and appoint in writing some other person to act in his place; and if, for the space of twenty 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.

35. 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.

36. 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 Zealand 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.

37. 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.

38. If, when 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.

39. If, when 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) as 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.

40. 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.

41. 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.

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

43. This submission to arbitration may be made a rule of the Supreme Court of New Zealand, on the application of the Postmaster-General or the company.

44. And it is hereby lastly agreed that, notwithstanding the execution of this contract by the Postmaster-General, the same shall not be or become operative so as to bind the Postmaster-General or the Government of the colony unless and until the execution thereof by him has been ratified by a resolution of the House of Representatives, to be passed for that purpose during the present session of the General Assembly; and if the House of Representatives shall not pass such a resolution, or shall pass a resolution disapproving of the execution of the said contract, then this contract and every article and thing herein contained shall be void and of no effect, and the company shall have no claim for any compensation by reason of the passing of any such resolution.

45. Notice in writing signed by the Postmaster-General of the passing of any such resolution as aforesaid, accompanied by a copy thereof when given to the company, shall be sufficient notice