

and provided also that the Contractor shall be entitled to receive such subsidy as the Governments of Canada and Fiji might pay towards the service, and also the Government of Australia should the service be extended to a port or ports in the said Commonwealth.

*Penalty.*

23. If from any cause whatever at any time or times hereafter one of the vessels for this service shall not be at the port of Auckland ready to put to sea in time to perform the services hereby contracted to be performed, or if at any time or times the mails required to be conveyed by the Contractor under this agreement between Auckland and Vancouver and *vice versa* shall not be conveyed from Auckland to Vancouver or from Vancouver to Auckland within the respective periods of transit hereinbefore prescribed in that behalf, then and so often as the same shall happen there shall be deducted from the subsidy which but for this provision would be payable to the Contractor a sum of thirty pounds (£30) for every complete period of twenty-four hours by which the actual time of putting to sea is behind the appointed time for putting to sea, or by which time actually occupied in the conveyance of such mails from Auckland to Vancouver or Vancouver to Auckland, as the case may be, shall have exceeded the period of transit hereinbefore prescribed in that behalf, whether the vessel in delay be one of the aforesaid vessels or any other vessel employed hereinafter: Provided always that no deduction shall be made from the said subsidy by reason of any such default or failure as in this clause mentioned which may be proved to the satisfaction of the Minister to have arisen wholly or in part from any cause or causes altogether beyond the control of the Contractors.

*Penalty.*

24. Each of the deductions hereinbefore mentioned and hereby agreed to be made shall be made, and the subsidy be reduced accordingly, although no damage or loss shall have been sustained by reason of or in connection with such default, and (except in such cases as in the last preceding clause hereof expressly provided) from whatever cause or causes any such failure or default shall have arisen, and no such deduction shall in any case be deemed to be a penalty or in the nature of a penalty; and the payment by the Minister of what shall from time to time remain due in respect of the said subsidy, after making any such deductions as aforesaid, shall in no case prejudice the right of the Minister to treat the failure of the Contractor to provide an appropriate vessel at any appointed place or time, or to perform any service at or within the appointed period, as a breach of this agreement.

*Duration of Contract.*

25. This agreement shall remain in force until the completion of the sixty-eighth round voyage in terms of the contract: Provided that the Minister shall have the right at any time, by giving notice in writing under his hand, to determine this agreement and every matter and thing herein contained, if it shall appear to him that there has been any material breach on the part of the said Contractor of any of the covenants, stipulations, agreements, or provisions herein contained and entered into on the part of the Contractor. And it is hereby declared and agreed that the Minister shall at all times be the sole and final judge as to whether there has been any such breach, and his determination shall be final and conclusive.

*Wreck or Disablement.*

26. Provided, however, and it is the true intent and meaning of these presents, that if the said steamships, any or either of them, or any steamship replacing either of such steamships, under this proviso shall be by the perils of the sea or other unavoidable casualty lost, destroyed, or temporarily disabled from performing their 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 Contractor shall in such case, as soon as reasonably may be having regard to the circumstances, replace the said steamships or steamship so lost or destroyed by others or another of equal class, speed, equipment, character, and capacity, to the satisfaction and approval of the Minister, or to the like satisfaction and approval repair the damage done in case the said steamship has been only temporarily disabled, and continue the said service herein contracted for with such substituted or repaired steamship 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 Minister 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.

*Notices to Contractors.*

27. All notices or directions which the Minister, his officers, agents, or others are hereby authorized to give to the Contractor, its officers, servants, or agents, other than any notice of the termination of this agreement, may at the option of the Minister, his officers, agents, or others, either be delivered or sent by post to the master of any of the said vessels or any other officer or agent of the Contractor in the charge or management of any vessel employed in the performance of this agreement, or left for the Contractor at or sent by post to the office or house of business of the agents of the Contractor in Auckland or any other place, and any directions or notices so given, left, or sent by post shall be binding on the Contractor: Provided always that any notice