

allowed by the Contractor as the case may be or concerning any of the covenants matters or things herein contained or in anywise relating thereto and notwithstanding the power herein contained to determine this Agreement and any execution or attempted execution of such power such dispute shall be referred to two arbitrators one to be chosen from time to time by the Postmaster General and the other by the Contractor and if such arbitrators should at any time or times not agree in the matter or question referred to them then such question in difference shall be referred by them to an umpire to be chosen by such arbitrators before they proceed with the reference to them and the joint and concurrent award of the said arbitrators or the separate award of the said umpire when the said arbitrators cannot agree shall be binding and conclusive upon both parties.

Submission thereto may be made a rule of Court.

29. Any submission to arbitration in pursuance of this Agreement may be made a rule of in any of Her Majesty's Courts of Record pursuant to the statutes in that case made and provided on the application of either party.

All postage to belong to Her Majesty.

30. The whole passage of all mails conveyed in the vessels employed under this Agreement shall belong to Her Majesty and shall be at the disposal of the Postmaster General.

Postmaster General may delegate his powers.

31. It shall be lawful for the Postmaster General at any time and from time to time to delegate any of the powers vested in him by virtue of these presents to such person or persons as he shall think fit.

Quarantine.

32. The Contractor shall undertake for himself all arrangements relative to quarantine as connected with the due and regular performance of the conditions of this Contract.

Commencement and determination of Agreement.

33. This Agreement shall commence on the 1st day of January 1868 and shall continue in force for 10 years and then determine if the Postmaster General shall by writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office for the time being have given to the Contractor or if the Contractor shall have given to the Postmaster General 12 calendar months' previous notice in writing that this Agreement shall so determine but if neither the Postmaster General nor the Contractor shall have given any such notice this Agreement shall continue in force even after the said term of 10 years until the expiration of a 12 calendar months' notice in writing as aforesaid given at any time after the expiration of the first nine years from the 31st day of December 1867 by either of the parties hereto to the other of them Provided always that the Postmaster General shall have power absolutely to determine this Contract at the end of five years from the commencement thereof upon giving to the Contractor 12 calendar months' notice in writing of his intention so to do and in that case he shall out of monies to be appropriated by Parliament for that purpose as aforesaid pay to the said Contractors the sum of 5,000 £. being at the rate of 1,000 £. per annum over and above the sum stipulated to be paid to the Contractor in clause 27 of this Contract.

Penalties to be considered ascertained damages.

34. All and every the sums of money hereby stipulated to be paid by the Contractor unto Her Majesty Her heirs and successors shall be considered as stipulated or ascertained damages whether any damage or loss has or has not been sustained and shall and may be retained by the Postmaster General out of any monies payable or which may thereafter become payable to the Contractor or the payment may be enforced as a debt due to Her Majesty with full costs of suit at the discretion of the Postmaster General provided however that the payment by the Contractor of any sums of money (by way of penalties) shall not in any manner prejudice the right of the Postmaster General to treat the failure (if any) on the part of the Contractor to provide a proper vessel or to perform a voyage at or within the times hereinbefore in that behalf mentioned as a breach of this Agreement.

Contract not to be assigned, &c.

35. The Contractor shall not assign underlet or dispose of this Agreement or any part thereof without the consent of the Postmaster General signified in writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office and in case of the same being assigned underlet or otherwise disposed of or of any great or habitual breach of this Agreement