

responsible for the custody and safe and speedy delivery of the packages and stores.

24. Except where otherwise specified, none of the duties hereinbefore provided to be performed by the contractors, shall give them any claim to remuneration beyond the general subsidy.

25. All and every the sum of money hereby stipulated to be paid by the contractors unto Her Majesty, her heirs and successors, shall be considered as stipulated or ascertained damages, whether any damage has or has not been sustained by reason of the breach for which the penalty may be levied; and the amount may be deducted by the Governor of Newfoundland out of any moneys payable, or which may thereafter become payable to the contractors, or, at his discretion, the payment thereof may be enforced with full costs of suit.

26. This Agreement shall commence as from the 15th day of July 1868, and shall continue in force until the expiration of a written notice of not less than twelve calendar months, given at any time on or after the 1st day of July 1870, and by either the Governor of Newfoundland or the contractors.

27. And in consideration of the due and faithful performance by the contractors of all the services hereby contracted to be by them performed, the Governor of Newfoundland doth hereby covenant that there shall be paid to the contractors, so long as they perform the whole of the said services in the manner and with such vessel or vessels as are herein respectively provided, at the rate of the sum of 9,000 *l.* per annum, payable quarterly at the office of the Receiver General at St. John's aforesaid, on the 1st days of January, March, July, and October, in every year; the first of such payments to be made on the 1st day of October 1868.

28. All notices or directions which the Governor of Newfoundland, his officers, agents, or others, are hereby authorised to give to the contractors, their officers, servants, or agents, other than any notice of termination of this contract, may at the option of the Postmaster General, his officers, agents, or others, either be delivered to the master of the said vessel or vessels respectively, or any other officer or agent of the contractors in the charge or management of any vessel employed in the performance of this agreement, or left for the contractors at their office or last known office in Liverpool; and any notices or directions so given or left shall be binding on the contractors: Provided always, that any notice of termination of this contract shall be served on the contractors, their officers, servants, or agents, at their office or last known office in Liverpool.

29. The contractors shall not assign, underlet, or otherwise part with or dispose of this Agreement or any part thereof without the consent of the Governor of Newfoundland, in writing, for that purpose.

30. In case of the breach of the 29th clause of this contract, or in case of a great or habitual breach of the contract of any other kind, the Governor of Newfoundland shall have power, and that without previous notice, to terminate the contract; and the contractors shall not be entitled to any compensation by reason of such breach or any prior breach of this Agreement, nor shall such termination of the contract interfere with the completion of any voyage which may have been commenced at the time of such determination.

31. If at any time during the continuance of this Agreement, or after the determination thereof, any dispute shall arise between the parties hereto, or their executors, administrators, or successors respectively, concerning any breach or alleged breach by or on the part of the contractors of this Agreement, or the sufficiency of any such breach, to justify the Governor of Newfoundland in putting an end to the same, 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 Governor of Newfoundland, and the other by the contractors; and if such arbitrators should at any time or times not agree in the matter or question referred to them; then such