

22. Provided also that if at any time or times any of the said lines of cable or telegraph wire between the places in clause No. 19 of these presents mentioned, except between Singapore and Hong Kong, shall not be in good working order and condition, and open for use so as to enable any of such messages as in the same clause mentioned to be transmitted for and during any continuous period of one hundred and eighty-three days, or any such extended period as hereinafter mentioned, as the case may be, it shall and may be lawful for the Governors or either of them, or the Governors of the other Australian colonies or any of them, or any of such Governors, at any time thereafter, or from time to time by notice in writing delivered to the Company in London, to determine and put an end to the agreement for the payment of the said last-mentioned subsidies, in which case the same shall cease to be payable, it being hereby agreed and declared that if the Company can satisfy the Governors or Governor giving the said last-mentioned notice that all reasonable efforts to repair or replace without delay the line of cable or telegraph wire which shall then be out of repair have been and are being made, then the said period of one hundred and eighty-three days shall be extended to such a period as the Governors or Governor respectively giving the said last-mentioned notice shall determine, it being nevertheless expressly agreed and declared that the Company shall not be entitled to or be allowed under any circumstances any extension of the said last-mentioned period, so as to make up in the whole a period in excess of eighteen calendar months.

23. Any appointment, approval, inspection, notice, or act which may have to be given, made, or done by the Governors or either of them, or by or on behalf of the Governor of any of the Australian colonies, for any of the purposes of these presents, may be given, made, or done by any person or persons from time to time authorized by writing under hand to act on behalf of the Governor or Government, or by the Colonial Treasurer or Postmaster-General for the time being of the colony in question, or by any person or persons authorized for the purpose under the hand of such Colonial Treasurer or Postmaster-General, or by the Minister for the time being of the colony in question having charge of telegraphs in that colony, or by any person or persons authorized for the purpose by the same Minister of New Zealand and New South Wales respectively.

24. The Company shall appoint a person in the said Colonies of New Zealand and New South Wales respectively, and also a person in each of the other Australian colonies the Governor or Governors of which shall agree to pay any subsidy to the Company upon whom any notice which may have to be given to the Company, and which is not hereby expressly provided to be given to the Company in London may be served; and in default of such appointment and of notice thereof being given to the Government of the colony, any such notice may be served on any operator, clerk, or officer of the Company in the colony on behalf of the Governor of which the notice may have to be served, and any such service as aforesaid shall be deemed to be a good service upon the Company, and take effect accordingly, except in cases where service on the Company in London is provided for.

25. No individual personal responsibility shall be incurred by the Governors or by the Hon. Sir Julius Vogel, a Knight Commander of the said Most Distinguished Order of Saint Michael and Saint George, or by Sir Daniel Cooper, Baronet, by whom, on behalf of the Governor of New Zealand and the Governor of New South Wales respectively, it is intended that these presents shall be signed, or by any Governor of New Zealand or of any of the Australian colonies, in respect of any of the matters aforesaid.

In testimony whereof the said Sir Julius Vogel has signed the same in the name and on behalf of the said George Augustus Constantine, Marquis of Normanby; and the said Sir Daniel Cooper has signed these presents in the name and on behalf of the said Sir Hercules Robinson; and the Company have hereunto affixed their common seal.

NORMANBY,

by JULIUS VOGEL,
Postmaster-General of New Zealand.

HERCULES ROBINSON,

by DANIEL COOPER.



Signed by the above-named George Augustus Constantine Marquis of Normanby by the above-named Sir Julius Vogel, and by the above-named Sir Hercules Robinson by Sir Daniel Cooper, in the presence of

JNO. MACKRELL,
Solicitor, 21, Cannon Street.

The Common Seal of the Eastern Extension, Australasia, and China Telegraph Company was affixed in the presence of

JOHN PENDER, Director (Chairman).
GEORGE LYONS, Secretary.