

may be, 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.

84. 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, or executors, administrators, or assigns, may nominate and appoint in writing some other person to act in his place, and if, for the space of fourteen 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.

85. 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.

86. 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.

87. 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.

88. If, where 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.

89. If, where 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.

90. 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.

91. 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.

92. The arbitration shall take place and be conducted in London, and the Arbitrator or Arbitrators, or the Umpire, as the case may be, shall deliver his or their award in writing to the Government; and the Government shall retain the same, and shall forthwith on demand at their own expense furnish a copy thereof to the Contractors, and shall at all times on demand produce the said award, and allow the same to be inspected or examined by the Contractors or any person appointed by them for that purpose.

93. This submission to arbitration may be made a rule of the Supreme Court of Judicature in England or Ireland respectively, or of any division thereof, or of the Court of Session in Scotland, or of the Supreme Court in any of the said colonies, on the application of either the Postmasters-General or the Contractors.

94. This contract is subject to ratification and approval by the General Assembly of New Zealand if considered necessary or expedient by the Government.

95. In witness whereof Sir Francis Dillon Bell has, as Agent-General for New Zealand, for and on behalf of the Queen, hereunto set his hand and seal, and the Contractors have respectively set their hands and seals, the day and year first above written.

#### FORM OF BOND.

KNOW ALL MEN by these presents that we A. B., of \_\_\_\_\_, C. D., of \_\_\_\_\_, E. F., of \_\_\_\_\_, and G. H., of \_\_\_\_\_, are jointly and severally held and firmly bound to HER MAJESTY THE QUEEN, her heirs and successors, in the sum of ten thousand pounds of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to Her Majesty, her heirs and successors, for which payment to be well and truly made we and each of us bind ourselves and himself, our and his heirs, executors, administrators, and assigns, and every of them, firmly by these presents, sealed with our seals. Dated this \_\_\_\_\_ day of \_\_\_\_\_, one thousand eight hundred and eighty-three.

WHEREAS by a contract made on the \_\_\_\_\_ day of \_\_\_\_\_, one thousand eight hundred and eighty-three, between Sir FRANCIS DILLON BELL, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, the Agent-General for the Colony of New Zealand, for and on behalf of Her Majesty the Queen, of the one part, and the above bounden A. B. and C. D. (who, in the said contract, are designated and are hereinafter referred to as the Contractors), of the other part, and sealed by the said Sir Francis Dillon Bell as such Agent-General, for and on behalf of Her Majesty, with his seal, and by the Contractors, with their respective seals, it is witnessed (among