

Provided, however, and it is the true intent and meaning of these presents, that, if the steamships or any of them shall by the perils of the sea or other casualty be 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 steamship so lost or destroyed by another of equal class, equipment, character, and capacity to the satisfaction and approval of the Postmaster-General, or repair the damage done in case the steamship has been only temporarily disabled, and continue the said service herein contracted for 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 fully performed, and, further, provided that the Postmaster-General shall be the sole and only judge and have the final right of determination as to whether any suspense or temporary discontinuance or delay in the regular monthly service has been actually caused by the perils of the sea or other casualties within the meaning of this proviso, and his determination and finding therein shall be final and conclusive.

In witness whereof the Hon. J. G. Ward, Postmaster-General for the Colony of New Zealand, has hereunto set and affixed his hand and seal as such Postmaster-General, and the said James Huddart, the contractor, has hereunto set and affixed his hand and seal, the day and year as herein written.

Signed, sealed, and delivered in London, England, by the said }
 J. G. Ward in the presence of— } J. G. WARD.
 W. B. PERCIVAL,
 Agent-General for New Zealand,
 13, Victoria Street, London, S.W.

Signed, sealed and delivered in London, England, by the said }
 James Huddart in the presence of— } JAMES HUDDART.
 W. B. PERCEVAL,
 Agent-General for New Zealand,
 13, Victoria Street, London, S.W.

SIR,—

22, Billiter Street, London, E.C., 19th April, 1895.

It is understood and agreed between you (as representing the New Zealand Government) and myself (as representing the Canadian-Australian line) that the agreement which has been this day signed between us for the carrying of mails from a port in New Zealand to British Columbia, shall be subject to the ratification of the New Zealand Parliament.

Witness—W. B. Percival.

I have, &c.,

JAMES HUDDART.

It is also agreed that the said mail contract shall be subject to the steamships to be employed in conveying the mails not having on board in the pay of the contractor any coloured labour. Provided always that this condition shall be demanded by the Postmaster-General.

J.H.

W.B.P.

The Hon. J. G. Ward, Treasurer and Postmaster-General for New Zealand,
 Care of the Agent-General for New Zealand, Victoria Street, Westminster, S.W.

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