

(2.) In respect of any such voyage as in this clause mentioned the company shall not be entitled to receive any payment or compensation over and above the subsidy payable under this agreement on the day when this agreement (otherwise than as to any such voyage) determines.

*Supplemental Provisions.*

39. 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.

40. The company shall not assign, underlet, or dispose of this agreement or any part thereof without the consent of the Postmaster-General, signified by an instrument in writing.

41. In case this agreement or any part thereof is assigned, underlet, or otherwise disposed of, and in case of any great or habitual breach on the part of the company, their officers, agents, or servants of this agreement, or of any covenant, matter, or thing herein contained, it shall be lawful for the Postmaster-General, if he shall think fit, and notwithstanding there may or may not have been any former breach of this agreement, by an instrument in writing, to determine this agreement without any previous notice to the company, and the company shall not be entitled to any compensation in respect of any such determination, and such determination shall not deprive the Postmaster-General of any right or remedy to which he would otherwise be entitled by reason of such breach or any prior breach of this agreement: Provided that in case within seven days after service as aforesaid on the company of a notice determining this agreement the company give notice in writing to the Postmaster-General that they dispute the sufficiency of such breach to justify the Postmaster-General in determining this agreement, such dispute shall be referred to arbitration, and in such case this agreement shall, notwithstanding such notice of determination, continue in force, unless and until an award shall be made to the effect that such breach or breaches was or were sufficient to justify the Postmaster-General in giving such notice of determination as aforesaid.

42. The Postmaster-General will use his good offices with the Governments of the Australian Colonies with a view to secure that the company shall not be compelled to pay in respect of any mail-ship calling at any port or place in any of the said colonies any port or light dues, or other charges of a public nature other than or in excess of the dues or charges for the time being payable at the like port or place in respect of any other vessel of a like character, whether employed in the conveyance of mails or not.

43. The schedules to this agreement shall be deemed to be part of this agreement in all respects as if the same had been incorporated therein.

44. (1.) Any notice to terminate this agreement, if given by the Postmaster-General, shall be served by being left at or forwarded by post to the company at their office, or last known place of business, in London, and any such notice if given by the company, and any other notices given by the company, shall be served by being sent by post to the Secretary of the Post Office, at the General Post Office, London.

(2.) All notices or directions (other than any notice to terminate this agreement) which the Postmaster-General, his officers, or agents are hereby authorised to give to the company, their officers, servants, or agents may, at the option of the Postmaster-General, his officers, or agents, either be delivered or sent by post to the master of any mail-ship or to any other officer or agent of the company in charge or management of any mail-ship, or be left for or forwarded by post to the company at any office or place of business of the company, and any notices or directions so given, left, or sent by post shall be binding on the company.

45. In pursuance of the provisions contained in an Act of Parliament passed in the twenty-second year of the reign of King George the Third intituled "An Act for restraining any Person concerned in any Contract, Commission, or Agreement made for the Public Service from being elected or sitting and voting as a Member of the House of Commons," no member of the House of Commons shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

46. This agreement shall not be binding until it has been approved by a resolution of the House of Commons.

*Bond.*

47. And, lastly, for the due and faithful performance of all and singular the covenants, conditions, provisoes, clauses, articles, and agreements hereinbefore contained, which, on the part and behalf of the company, are or ought to be observed, performed, fulfilled, and kept, the company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the sum of £60,000 of lawful money of the United Kingdom, to be paid to our said Lady the Queen, her heirs, and successors by way of stipulated or ascertained damages hereby agreed upon between the Postmaster-General and the company in case of the failure on the part of the company in the due execution of this agreement or any part thereof.

In witness whereof the Postmaster-General hath hereunto set his hand and seal, and the company have hereunto affixed their common seal the day and year first before mentioned.

THE SCHEDULES HEREINBEFORE REFERRED TO.

*The First Schedule.—Mail Routes.*

*Route No. 1.* (Once a Week.)—From Brindisi to Bombay (*viâ* the Suez Canal) calling at Aden, and from Bombay to Brindisi (*viâ* the Suez Canal) calling at Aden.

*Route No. 2.* (Once in every Two Weeks.)—From Brindisi to Shanghai, calling at Aden, Colombo, Penang, Singapore, and Hong Kong, and from Shanghai to Brindisi, calling at Hong Kong, Singapore, Penang, Colombo, and Aden.