

1873.

NEW ZEALAND.

NEW ZEALAND SHIPPING COMPANY,

(ARTICLES OF AGREEMENT WITH).

Presented to both Houses of the General Assembly by command of His Excellency.

ARTICLES of AGREEMENT made and entered into this twenty-sixth day of June, one thousand eight hundred and seventy-three, between the OFFICER ADMINISTERING the GOVERNMENT of the COLONY of NEW ZEALAND, in the name and on behalf of Her Majesty Queen Victoria, (who, with her heirs and successors, is and are hereinafter expressly included in the expression "the Queen,") of the one part, and "THE NEW ZEALAND SHIPPING COMPANY, LIMITED," carrying on business at Christchurch and elsewhere, in the Colony of New Zealand, (who, with their successors and assigns, are hereinafter expressly included in the expression "the Company,") of the other part.

WHEREAS the Officer Administering the Government of the said Colony on behalf of the Queen hath agreed with the Company for the conveyance of passengers or emigrants, and for the carriage of cargo, in and by the ships or vessels of the Company, from the United Kingdom of Great Britain and Ireland to the Colony aforesaid, upon the terms, and subject to the stipulations and conditions, hereinafter mentioned or referred to: Now these presents witness that the Queen, so far as the covenants hereinafter contained are to be performed by her, doth hereby covenant and agree with the Company; and the Company, so far as the covenants hereinafter contained are to be performed or observed by them, do hereby covenant and agree with the Queen, in the manner hereinafter particularly set forth:

1. It is hereby mutually agreed that, in the construction of these presents, the words and expressions hereinafter mentioned shall have the meanings respectively assigned thereto, unless there shall be something in the context or subject-matter repugnant or contrary to such construction: that is to say,—

"Agent-General" shall mean the Agent-General of the Government of the Colony for the time being, in London, in England; and whenever under these presents any act or thing is required to be done in the United Kingdom on behalf of the Queen or the Government of the Colony, it shall be sufficient and binding if done by such Agent-General as aforesaid.

"Emigrants" shall mean any passengers or persons who may be sent out or be emigrating to the Colony aforesaid under the provisions of "The Public Works and Immigration Act, 1870," or any Act amending the same, or any regulations made thereunder and in force for the time being.

"Statute adult" shall have the same meaning as the like expression has attached thereto in the Act of the Imperial Parliament of which the Short Title is "The Passengers Act, 1855."

"Cargo" shall mean any goods, chattels, wares, or merchandise of any kind or description soever (not specially excepted by this contract), except live animals.

"Delivery of cargo" shall mean delivery of cargo at the ship's side, according to the custom of the port.

2. The Queen will forthwith after the execution of these presents cause a cablegram, in the form in the First Schedule hereto, to be sent to the Agent-General; and on the day next succeeding the day of the receipt thereof by him, this contract shall be deemed to commence, and thereafter shall continue and be in force (subject to the conditions hereinafter contained) until the thirty-first day of January, one thousand eight hundred and seventy-four.

3. After the receipt of such cablegram, and during the continuance of this agreement, all emigrants and cargo, which the Agent-General shall send or be desirous of sending to the said Colony, shall be sent and forwarded by the ships or vessels of the Company: Provided that nothing herein contained shall prevent the Agent-General from sending or forwarding any emigrants or cargo in fulfilment of any contracts entered into by him on behalf of the Queen before the receipt of such cablegram as aforesaid, nor affect or prejudice any contract, act, or thing hereinafter expressly exempted from the operation of these presents.

4. The conditions set forth in the Second Schedule hereto, and every part thereof, shall be incorporated with these presents, and shall be binding on the parties hereto as fully and effectually as if the same were set forth at length herein.

5. Subject to such conditions, the Company shall find and provide such ships as may be required by the Queen from time to time for carrying out this agreement, and for the conveyance of emigrants and for the carriage of cargo, or for only one of such purposes or for both such purposes; and the Company shall be entitled to be paid for the same as and in the manner particularly mentioned herein and in the said conditions respectively.

6. All ships engaged in the conveyance of emigrants or the carriage of cargo hereunder shall proceed from the port of London as the Agent-General shall fix in accordance with the said conditions, and such ships shall be prepared and fitted for sea subject to and according to the terms thereof; and on embarking the emigrants or completing taking in cargo, (or both of these, if carrying both emigrants and cargo,) shall proceed to such port in the Colony as the Agent-General shall direct, being one of either of the ports of Auckland, Wellington, Lyttelton, or Port Chalmers: Provided that, if so required by the Agent-General, ships may be required to go to Bluff Harbour and Nelson in the said Colony, provided the Agent-General is able to give fair amount of emigrants and cargo; and in such case the Company shall be paid for the conveyance of the emigrants by such ship or the carriage of cargo therein at the like rates respectively as if the same were conveyed or carried to one of the first-mentioned ports.

The Agent-General may also require not exceeding one ship for the conveyance of emigrants and cargo to proceed direct to the Port of Napier in the said Colony; and in such case there shall be paid to the Company an additional sum for the conveyance of such emigrants at the rate of forty shillings per statute adult, and for the carriage of cargo an additional sum to the rates hereinafter provided at the rate of ten shillings per ton.

7. When any emigrants shall be sent out to the Colony by any vessel, and the ultimate destination of such emigrants shall be some port or place other than one of those mentioned in the last two preceding clauses hereof, then, in addition to the rates for the conveyance of such emigrants as mentioned in the said Conditions, there shall be paid to the Company such further and reasonable sum or sums as may be actually incurred by the Company for the conveyance of such emigrants from the port of arrival to such ultimate destination as aforesaid. Emigrants may be sent by a direct ship to ports other than those named, if agreed to by the Company, at such rates of passage per statute adult as may be fixed by the Agent-General and the Company.

Provided that the mode of conveyance of such emigrants shall be in the discretion of the Queen, who may require them to be sent either by sea or by land (if the same be practicable), as may be thought fit or convenient.

8. In the event of the Queen requiring the Company to carry emigrants or cargo to the port of Auckland, the Company shall be bound to do so in accordance with these presents, and shall be entitled to be paid therefor at the like rates as herein stipulated—provided that if it shall be so required by the Agent-General the Company shall undertake to forward such emigrants as may be required from Auckland to Tauranga in the Province of Auckland, and shall be paid therefor an additional sum at the rate of forty shillings for each statute adult, or such emigrants may be conveyed by a direct ship to Tauranga at the rate of sixteen pounds ten shillings per statute adult.

9. The Agent-General shall not be entitled to require the Company to provide a ship for the conveyance of a less number of emigrants than one hundred and fifty (150) statute adults, nor to provide a ship capable of carrying more than four hundred (400) statute adults; and in the event of the Agent-General not being in a position to send one hundred and fifty (150) statute adults by any one ship, the Company shall be entitled to be paid for the remainder of statute adults required to make up such number of one hundred and fifty (150) statute adults, as if the same had actually been carried.

10. Any ship, whether carrying cargo or not, may be required to call at Plymouth, in England, for the purpose of embarking emigrants; and in such case Plymouth shall be deemed to be the port of embarkation for the purposes of this agreement.

11. The Company shall be paid for the carriage of cargo at the following rates, viz.:—

Dead weight, at the rate of twenty-five shillings per ton.

Measurement, at the rate of from forty to forty-five shillings per ton, according to description of goods and packages; such rates to be finally settled before shipment.

Special cargo shall be paid for at such special rates as may be agreed upon in London between the Agent-General and the Company's Agent there before shipment.

The above rates for carriage of cargo shall be applicable in cases where the cargo is carried to the ports of Auckland, Wellington, Lyttelton, Port Chalmers; provided that where cargo shall be carried for other ports in the Colony than those above mentioned, the same shall be delivered by the Company at such ports at an additional rate to those above mentioned of fifteen shillings per ton.

Upon all cargo rates, whether special or otherwise, there shall be paid and allowed to the Company primage, at the rate of five per cent.

12. Freight for the carriage of cargo shall be paid in the following manner—one-half thereof on signing the bills of lading, and the other half thereof on the delivery of the cargo on arrival at the port of destination in the Colony.

13. If the Agent-General shall have entered into contracts with any other Company or person or persons for the despatch of ships from the United Kingdom after the thirtieth day of June, one thousand eight hundred and seventy-three (other than any or either of those mentioned in the exceptions marked *b*, *c*, and *d*, and set forth in the next clause hereof); such contracts shall and may be fulfilled according to the tenor thereof, and shall not in any case be deemed to be a breach of or interference with this agreement; but in any such case this contract shall be and remain in force until a number of ships equal to that so contracted for as firstly hereinbefore mentioned shall be sent or despatched by the Company subsequent to the thirty-first day of January, one thousand eight hundred and seventy-four; and this contract, and every covenant therein, so far as applicable, shall be deemed to be extended, in order to give full effect to this clause; and until this contract shall have expired (whether at the date primarily fixed for the same or at such extended period as herein provided), no new agreement of a like nature shall be entered into by the Queen, or any one on her behalf, to take effect until after such expiration as aforesaid.

Provided, that if the provisions of this clause respecting extension shall take effect, then such extended agreement shall be deemed to expire at the date of the departure of the last of such vessels as

aforesaid from England, but such expiration shall only be for the purpose of enabling the Queen to enter into a fresh agreement for similar purposes, and shall not otherwise affect or prejudice the mutual rights and liabilities of the parties hereto until the stipulations hereof have been wholly fulfilled.

14. Nothing herein contained shall be construed to prejudice or affect any or either of the contracts, matters, or things hereinafter mentioned, whether the same now are in existence or may hereafter be in existence; that is to say—

- (a.) Any contracts entered into by the Agent-General prior to the receipt by him as hereinbefore provided of a cablegram informing him of this agreement.
- (b.) Any contract or engagement made or effected by means of the agency of the Government now in existence in Scotland for the conveyance of emigrants, or the carriage of cargo contracted to be delivered at the Clyde; and such emigrants or cargo to be sent or despatched from the ports of Greenock or Glasgow, or any other port in the River Clyde to the Colony aforesaid.
- (c.) Any contract or engagement between the Queen or the Government of the Colony with a Joint Stock Company called or known as "The New Zealand Freight Company (Limited)," for the conveyance of emigrants and cargo, or one or both of these, to Auckland, in the said Colony.
- (d.) Any contracts or agreements made or to be made for the conveyance of emigrants to the Colony by a line of steamers direct from Great Britain or Ireland.

15. In so far as may be practicable, the Queen will, in the Colony of New Zealand, furnish to the Company, at their principal place of business in Christchurch aforesaid, an approximate statement of the cargo ordered by the Government of the Colony from Great Britain, and will cause instructions to be given to the Agent-General to meet the convenience of the Company in providing for the carriage of such cargo, so far as he can do so consistently with the interests of the Government of the Colony.

16. If it shall be found after the arrival of the cablegram hereinbefore mentioned that the Queen has entered into contracts for the carriage of cargo or emigrants to such an extent that it would be, in the opinion of the Company, prejudicial to the Company to carry out this agreement, or any parts thereof, it shall be at the option of the Company to decline to enter upon the execution of this agreement, and in that case the Company's agent in London shall within fourteen days after notice has been given to him by the Agent-General of this agreement (accompanied by a copy of the cablegram received by the Agent-General), inform the Agent-General whether the Company will take up and enter upon the execution of the contract or not, and the Company's agent shall within such period of fourteen days, inform the Agent-General of the decision of the Company in the premises.

17. The Agent-General shall, within three days after the receipt by him of such cablegram as aforesaid, give notice thereof to the Company's agent as hereinbefore provided.

18. The Company shall have an agent in London, with full powers to act in all matters or things relating to this agreement on behalf of the Company, and such agent shall from time to time inform the Agent-General of any change in his address or place of business, and the acts of such agent shall be binding and conclusive on the Company in all respects tending or concerning the provisions hereof. The agent of the Company at present is Charles Wesley Turner, of 4A, Alderman's Walk.

In witness whereof Sir George Alfred Arney, the Officer Administering the Government of the Colony of New Zealand hath, on behalf of Her Majesty the Queen, hereunto set his hand, and hath caused the Seal of the Colony to be hereunto affixed; and "The New Zealand Shipping Company, Limited," have hereunto set their Common Seal the day and year firstly hereinbefore written.

Scaled with the Seal of the Colony of New Zealand, and signed by the Officer Administering the Government (the several alterations and erasures against which our initials are placed having first been made) in the presence of

G. A. ARNEY.

(L.S.)

G. MAURICE O'ROKKE,
DONALD McLEAN.

Scaled with the Common Seal of "The New Zealand Shipping Company, Limited," in the presence of

(L.S.)

J. L. COSTER,
W. REEVES,
J. T. PEACOCK,
R. H. RHODES,
R. COBB,
JOHN ANDERSON,

Directors of the said Company.

Countersigned—

JOSEPH GOULD,
Secretary.

FIRST SCHEDULE.

GOVERNMENT and New Zealand Shipping Company have entered into agreement, to take effect upon your receipt of this, extending to 31st January, 1874, for carriage of all cargo and emigrants Auckland, Wellington, Lyttelton, Port Chalmers, exceptions being existing contracts. Ships from Clyde for Scotch emigration and cargo; New Zealand Freight Company's ships to Auckland; and steamers direct to any port. Contract same as Saville's, March, 1872, except dietary of children, medical comforts, and medicines: these on scale of March last. Limitation of one ship per month withdrawn. London port of departure. Emigrants may embark Plymouth. Company to despatch ships on six weeks' notice, stating approximate number emigrants, description and quantity of cargo. Minimum number of emigrants each ship, one hundred and fifty adults; maximum, four hundred. Rate, fourteen pounds ten shillings per statute adult, payable in London. Ships may be sent direct to Nelson and Bluff at same rates, if reasonable number emigrants and cargo available. One ship to Napier and one to Tauranga, if possible: forty shillings extra per statute adult. General cargo rate: dead weight, twenty-five shillings; measurement, forty to forty-five shillings. Special cargo by arrangement. Napier cargo ten shillings extra. Half freight payable upon signing bills of lading; balance on arrival. Primage five per cent. Submit to Company's Agent all contracts in force. Optional to Company, within fourteen days, to decline contract if these interfere with agreement.

EDWARD RICHARDSON,
JULIUS VOGEL,
J. L. COSTER.

SECOND SCHEDULE.

CONDITIONS OF CONTRACT made with Her Majesty Queen Victoria (referred to as "the Queen") by "The New Zealand Shipping Company (Limited)" (referred to as "the Company"), for the Conveyance of Cargo and Emigrants from the United Kingdom to New Zealand, and referred to in annexed agreement.

1. The ship shall be approved of by the Queen and shall be fitted and provided to her satisfaction with sufficient scuttles, decklights, and ventilation. Also with proper bed-places, seats, tables, water-closets, urinals and shoots, hospitals and dispensary, the latter to be exclusive of the space measured off for the passengers; a pump and hose for drawing water from the hold; cooking apparatus; oven, baking-troughs, and other requisites for baking bread, similar to those in use on board the ships employed by Her Majesty's Emigration Commissioners, to be approved of by the Queen. Also with the articles mentioned in Schedule A hereunto annexed, and with whatever else the Queen may deem necessary for the cleanliness of the ship and the convenience and safety of the passengers.

2. The 'tween-decks shall be divided for passengers into three compartments only, viz., for single men, married couples, and single women; and there shall be at least one separate hatchway and ladder-way from each compartment to the upper deck.

3. An issuing-room, of dimensions approved of by the Queen, shall be provided, either on the passenger deck or on some part of the main deck, whence the provisions shall be issued daily to the passengers as hereinafter provided. The issuing-room to be fitted with counter, scales and weights, and all other requisites.

4. Two hospitals shall be provided: one for men, which may be in the single men's compartment of the 'tween-decks, and another for women and children, which shall be in the married people's compartment. Such hospitals to be of the form and dimensions required by the Passengers Act. A bath-room, with bath and proper appliances for obtaining a sufficient supply of water, shall be provided for the use of women and children, to be in all respects to the satisfaction of the Queen.

5. The Company shall, at their expense, and to the satisfaction of the Queen, provide and fit up on a covered space on the upper deck, an apparatus for distilling fresh from salt water, either Normandy's, Winchester's, Gravely's, or Chaplin's, of a size calculated to supply not less than 500 gallons of water in twenty-four hours, and shall provide a person competent to manage the apparatus, and shall keep the same working throughout every day at the ship's expense as long as there are any passengers on board, and shall make all issues of water to the passengers, as far as practicable, from the water so distilled; but in the event of any ship conveying less than 100 adult emigrants, it shall not be compulsory for the Company to provide a distilling apparatus for such ship.

6. All the fittings shall be completed, the cargo, provisions, and water shipped and stowed away—space being left in an approved part of the ship for the emigrants' baggage, as hereinafter provided—the 'tween-decks cleared, and the ship in all respects ready for the reception of the passengers twenty-four hours before noon of the day named as the embarkation day. The passengers shall then be received on board with their baggage, and the victualling of them shall commence, and no other cargo shall be shipped.

And in the event of the ship not being ready in all respects, of which the Queen shall be the sole judge, the Queen shall in her discretion provide the passengers with board and lodging on shore until these preparations shall have been completed to her satisfaction, and shall deduct the expenses so incurred out of the first moneys becoming due to the Company under this agreement.

7. The Company shall provide a purser, whose duty it shall be to issue to the passengers daily the provisions and water to which they are entitled according to the underwritten dietary scale.

8. The Company shall also provide for the exclusive use of the passengers a competent baker and a cook; and in case the ship shall carry more than three hundred statute adults, two cooks shall be provided.

9. The purser, baker, and cook shall be approved respectively by the Queen.

10. The Queen shall appoint a Surgeon to each ship. The Surgeon will be an officer of the ship, and be borne on the articles. Instructions will be issued to him (copy annexed) as respects the Government emigrants, and the Company shall stipulate expressly with the Captain that those

instructions shall be respected and carried out. The Surgeon shall be provided by the Company with a separate cabin, and a first-class passage, with 40 cubical feet of space in the hold for luggage, and an allowance of one bottle of ale daily, and three bottles of wine weekly.

11. The Queen will not interfere in the appointment of the Captain, or any of the officers or crew of the ship, but it shall be competent to her, if she should have good and sufficient reason to do so, to direct the removal of any or either of them, and the Company shall remove them and appoint others. The Queen will also issue instructions to the Captain as respects the Government emigrants (copy annexed), and the like undertaking shall be taken by the Company from him, that they will be faithfully observed.

12. Excepting stress of weather, or some other sufficient cause, the ship shall leave the docks and proceed down the river on the day following that on which the passengers are placed on board, and shall be ready for inspection by the Government Inspector on the day following.

13. The Company shall place on board each ship, on the embarkation day, a competent person, approved of by the Queen, whose duty it shall be to superintend the embarkation arrangements, to put the passengers into their proper berths, to see that efficient provision is made for victualling them, and generally to do what is necessary to their convenience. The passengers shall be correctly messaged on being placed on board, and the person now referred to shall go down the river with the ship, and remain on board until she is cleared for sea. He shall see that the arrangements for messing the passengers are properly understood and acted upon both by the officer charged with the serving out of the provisions and the passengers' cooks, as well as by the passengers themselves, and shall do generally what is necessary for the establishment of order and regularity in these respects. These arrangements for the messing and general management of the passengers, as well as all others which concern their convenience and comfort, shall be completed to the satisfaction of the Queen before the ship sails from the port of departure.

14. When the Queen shall have signified her approval with regard to the matters referred to in the preceding section, the ship shall proceed with all possible despatch to her destination, and shall not touch at any intermediate port other than that to be designated by the Queen except from urgent necessity.

15. Full rations, according to the following scale, shall be issued during the voyage, and until the passengers are landed at port of destination in New Zealand, to each male and female passenger of twelve years of age and upwards, and half rations to children of one year and under twelve years of age. The water and all articles of food shall be of the best quality, and shall be in sweet and good condition when issued for the use of the passengers; that is to say:—

	Beef (a).	Pork (a).	Preserved Meat (b).		Butter.	Biscuit (c).	Flour.	Rice or Oatmeal (d).	Peas.	Potatoes.		Raisins.	Tea.	Coffee, roasted.	Sugar, raw.	Molasses (W. India).	Water.
			Suet.	Butter.						Fresh or	Preserved.						
	oz.	oz.	oz.	oz.	oz.	oz.	oz.	oz.	pint.	lb.	lb.	oz.	oz.	oz.	oz.	oz.	qts.
Sunday	8	8	2	2	8	8	4	...	1	4	4	4	...	4	...	3	3
Monday	8	8	2	2	8	8	4	...	...	...	...	...	...	4	...	3	3
Tuesday (e)	8	8	2	2	8	8	4	...	...	...	4	...	...	4	...	3	3
Wednesday	8	8	2	2	8	8	4	...	...	...	4	...	...	4	...	3	3
Thursday (e)	8	8	2	2	8	8	4	...	...	...	...	...	...	4	...	3	3
Friday	8	8	2	2	8	8	4	...	1	4	...	...	...	4	...	3	3
Saturday (e)	4	...	2	2	8	8	4	...	...	...	...	...	...	4	...	3	3
Weekly Totals ...	20	16	6	6	56	48	24	1/2	2	1/2	8	1 1/2	2	16	8	21	

Mixed pickles	1/2 pint	Salt	2 oz.
Mustard	1/2 oz.	Pepper	1/4 oz.
Lime juice while in the tropics	6 oz.		

(a) These articles are to be prime new Irish or American East India beef, and picked pieces of prime mess pork, either Irish, Dantzic, or Hambro'.

(b) No part of this supply to consist of soup and bouilli.

(c) The biscuit to be extra Navy biscuit, and equal to sample furnished. At least two-thirds of the supply for the voyage shall be put on board the ship either in tanks or sound casks or barrels.

(d) Equal weights of rice and oatmeal to be shipped, and the distribution to be made, as far as may be practicable, according to the preference of the passengers respectively.

(e) The allowance of flour for these days is to be issued to the baker on the preceding days respectively, to be by him made into bread, and issued in lieu of flour on Tuesday, Thursday, and Saturday in each week.

Children between one and four years of age are to receive preserved meat instead of salt meat every day, and in addition to the articles to which they are entitled by the above-written scale, half a pint of preserved milk daily, and every alternate day one egg or two teaspoonfuls of condensed egg, and 8 oz. of arrowroot or sago weekly. Children under one year old, three pints of water daily; and if above four months old, half a pint of preserved milk daily, also 3 oz. preserved soup, and every alternate day one egg or two teaspoonfuls of condensed egg, 12 oz. biscuit, 4 oz. oatmeal, 4 oz. sago or arrowroot, 8 oz. flour, 4 oz. rice, and 10 oz. sugar, weekly. And to provide for the issue of the preserved milk and preserved soup, there shall be shipped 112 pounds of desiccated milk and 30 pounds of soup for every hundred statute adults. To infants under four months old, the Surgeon may issue such nutriment as he may consider necessary. The Surgeon may order an additional quart of water to be issued daily for the use of each person sick in the hospital.

While in any port of the United Kingdom, or in any port into which the vessel may put before completing the voyage, and for two days after leaving it, and while the emigrants remain on board in

port of disembarkation, $\frac{2}{3}$ lb. of fresh meat, $1\frac{1}{2}$ lb. of soft bread, and 1 lb. of potatoes per statute adult, are to be issued daily, with a suitable supply of vegetables, in lieu of other rations, except tea, coffee, sugar, and butter.

An additional quart of water in excess of the quantity provided by the above-written dietary scale shall be issued to each statute adult daily while the ship is within the tropics. These quantities to be net, exclusive of the water required for cooking the provisions, which the Passengers Act requires shall be served in a cooked state. Arrangements are to be made for the proper and efficient cooking of these provisions, and for the distribution of them among the passengers at the stated hours for meals.

16. In addition to the articles mentioned in Schedule A hereunto annexed, medicines and other articles, as per annexed Schedule B, shall be placed on board, under the charge of the Surgeon, together with any extra medicines and articles which he may require.

17. The subjoined medical comforts shall also be placed on board in the following proportions to every hundred statute adults. A list of these articles, signed by the Captain, shall be supplied to the Queen, and they shall be issued by the Captain on the requisition of the Surgeon, viz. :—

28 lbs. Carolina rice.	18 bottles sherry.
20 $\frac{1}{2}$ -lb. packets best prepared oatmeal grits.	1 gallon gin.
35 lbs. West India arrowroot.	6 pints methylated spirits of wine.
30 lbs. Scotch barley.	36 quart bottles port wine.
25 lbs. sago.	5 gallons brandy.
10 lbs. tapioca.	5 ditto vinegar.
25 lbs. best preserved meat soup, in 1-lb. tins.	24 dozen Imperial pints approved stout, and 12 dozen quarts.
25 lbs. preserved beef tea.	Malt and hops, or other approved materials for leavening bread.
25 lbs. preserved broth, in 1-lb. tins.	$\frac{1}{2}$ bushel quick lime, in cask.
25 tins of desiccated milk, in 1-lb. tins.	3 $\frac{1}{2}$ cwt. best yellow soap.
10 lbs. preserved chicken broth, in $\frac{1}{2}$ -lb. tins.	400 lbs. loaf sugar.
40 lbs. preserved boiled mutton and beef, in 1-lb. and $\frac{1}{2}$ -lb. tins, half and half.	

18. The Surgeon shall keep a medical journal and a list of the medical comforts issued, both of which shall be handed to the Immigration Officer on the arrival of the ship at its port of destination in New Zealand.

19. No second class passengers shall be taken on the 'tween-decks in any of the ships employed for the purposes of this agreement, and no enclosed berth shall be fitted up in any part of the 'tween-decks except that for a matron and the hospitals. No single female passenger, except the Government emigrants, shall be berthed in the 'tween-decks, unless approved of by the Queen.

20. The passengers shall not be molested either on crossing the line or at any other time, and they shall be properly treated in every respect by the master, officers, and crew of the vessel. The master shall strictly prohibit and prevent, on the part of the crew or officers, any communication with the female passengers; and a special clause embodying these stipulations shall be inserted in the ship's articles. The Master shall himself abstain from all improper and unnecessary communication with the female passengers; and he shall attend to all practicable suggestions of the Surgeon calculated to promote the health and comfort of the passengers. The Master and officers shall not, directly or indirectly, sell or permit to be sold to the passengers any article except tobacco, and this with the sanction of the Surgeon.

21. The upper deck, excepting the space occupied by the spare spars and long-boat, shall be kept quite clear for the use of the passengers. The single women shall have the use of the poop deck for exercise, and shall not be permitted, when on deck, to go into any other part of the ship, and no sail-making or sail-mending is to be permitted on the poop deck during the voyage.

22. A proper space shall be set apart in the hold of the ship for passengers' luggage at the rate of ten cubic feet for every statute adult; the whole of such space to be free of charge. Passengers to be charged for extra luggage beyond the said ten cubic feet, at a rate not exceeding one shilling per cubic foot. The Master shall cause such luggage as is marked "Wanted on the Voyage," and required by any of the passengers, to be brought out of the hold every third or fourth week for the exchange of articles.

23. The Company shall cause constables and others to be appointed, whose duty it shall be to maintain, under the directions of the Surgeon and Captain, order and cleanliness throughout the ship, and especially to keep the water-closets clean and in good order. One of such constables, who shall be a married man, shall be appointed in respect of every thirty single women, to attend to the drawing and the cooking of the provisions of the single women, and the delivery of them to their compartment of the ship, as provided in the instructions to the Captain and the Surgeon (copy annexed), and the Queen shall pay all gratuities of all descriptions attaching to these appointments, as also provided in those instructions.

24. The Company shall, when required, provide a second class passage in each ship for a school-master, whose passage shall be paid for by the Queen; and shall provide in the single women's compartment an enclosed cabin for a matron, also to be appointed by the Queen. The matron shall be supplied with her food daily, in her own compartment, from the cabin.

25. On arrival at the port of disembarkation, the Master shall transmit a nominal list of all the passengers on board, signed by himself and the Surgeon, to the Immigration Officer acting in that capacity. This list shall be a transcript of the list of the passengers embarked, with a note against the name of each individual who from any cause may not be landed alive, stating the reason thereof, and added thereto the names or description of infants who may have been born on the voyage. The Master shall, without charge, land the passengers, with their luggage, as he may be directed to do by the Immigration Officer.

26. Seven clear working or lay days shall be allowed for the disembarkation of the passengers, exclusive of the day of arrival. The Government of New Zealand shall pay demurrage, at the rate of fourpence halfpenny per ton register per day, for every day the ship is detained by them beyond this period. And until these lay days shall have expired, or all the passengers shall have finally

quitted the ship, bulk shall not be broken or the berths of the passengers disturbed, except with the consent of the Immigration Officer acting in that capacity. Fresh provisions, in lieu of the ordinary rations, as provided in one of the sections of article 15 of the present agreement, shall be issued to the passengers who remain on board during the seven lay days already mentioned.

27. If at the port of disembarkation the ship shall be placed in quarantine, the passengers shall be victualled, as described in the said section of article 15, at the expense of the Company, either in the ship or in any lazaretto or receiving ship to which they may be removed, during the seven clear days allowed for disembarkation under article 26; but if the Government of New Zealand or their officers shall require the passengers to remain in the ship beyond this period, they shall be victualled at the expense of the said Government, and demurrage paid by them as already provided.

28. The Company shall be responsible for the conduct, acts, and defaults of the Master, officers, and crew, the passengers' baker and cooks of the ship, and for the proper and considerate treatment of the passengers throughout the voyage, and for the performance, well and faithfully, of all the conditions and regulations expressed and implied herein and in the annexed agreement, and in the Order in Council, dated 7th January, 1864, for the order and discipline of emigrant ships; the regulations of the Government of New Zealand, relating to emigrant ships, and the instructions issued for the information and guidance of the Captains and Surgeons of those ships; copies of all which are annexed, and are to be taken as parts of the said agreement.

29. The price of passage, including the expense of landing the passengers and their luggage, shall be £14 10s. for each passenger of the age of twelve years or upwards, and half that sum for each child of the age of one year and under twelve years, but no charge shall be made in respect of children under one year; and beyond above rate no other charge whatever shall be made in respect of any of the Queen's passengers, or of extra fittings, or alterations in fittings, of the ship at the port or time of embarkation, or of any expenses consequent on the ship's putting back or into any port from any cause whatever.

Subject to the faithful performance by the Company of all the stipulations and conditions herein contained on their part to be performed, the passage money shall be paid as follows, that is to say:—

After there shall have been deposited with the Agent-General, at his offices in London, the following documents, viz:—

(1.) An account, in triplicate, signed by the Company, stating full particulars of the claim.

(2.) A certificate, in triplicate, of the final departure of the vessel from Great Britain, signed by the Captain, Agent-General's officer, and an officer of the Company, with a schedule of the names and ages of every individual embarked.

Within fifteen days of receiving these documents, and after being satisfied that the vessel has finally sailed, the Agent-General shall pay all the passage money at the above rate on the number of passengers as may be certified to have finally sailed.

30. The Company shall repay to the Queen the half of the passage money for each emigrant who may have died during the voyage or in quarantine, or have left the ship previous to arriving at the port of disembarkation.

31. The Queen shall give, in writing, not less than six weeks' notice to the Company when a ship is required for the conveyance of emigrants, and the approximate amount and description of cargo or freight, with the approximate number of statute adults, to be despatched by each ship.

32. Ten days prior to the sailing of each ship, the Queen shall furnish, in writing, to the Company a list of the names and ages of the emigrants to embark, upon which data the Company shall proceed to fit up the ship; and for any of the emigrants who may fail to embark, the Queen shall pay to the Company the moiety of the passage money on the number so short shipped.

33. Should hostilities occur between England and any foreign power during the currency of this agreement, it shall be optional with the Company to suspend this contract.

34. To the true observance by the Company, and by the owner, master, officers, and crew of the said ship respectively, of all the said covenants and stipulations in the said agreement and herein contained, and on their part to be observed, the said Company do hereby bind themselves and their successors, and the said ship, her apparel and furniture, unto the Queen, in the penalty of £1,000 and full costs of suit.

SCHEDULE A.

(Referred to in Conditions of Contract hereto annexed).

Mess Utensils to be put on Board for every Seven Statute Adults.

- 1 Mess kit, with iron handles, 2 gallons
- 1 Tin oval dish, with colander and cover, 14 inches long, 8 inches deep
- 1 Quarter tin, for baking bread
- 1 Half-quarter ditto ditto
- 1 Bread tub, with wooden hoops and cover
- 2 Tin pots, holding $3\frac{1}{2}$ pints each, with covers, &c., for boiling water. For each mess in the married and single women classes, one teapot of the same size to be provided in lieu of one of the tin pots
- 1 Water breaker, 3 gallons
- 1 Tin mustard pot
- 1 Pepper and salt cellar
- 1 Butter dish, 7 inches by 3 inches deep
- 3 Sets tin tallies, with wire lanyards
- 2 Potato nets, $\frac{1}{2}$ -inch mesh, holding 10 lbs.
- 1 Pudding bag—canvas
- 2 Mess-towels, $1\frac{1}{2}$ yard long, $\frac{3}{4}$ yard wide
- 1 Wash leather

These Articles to be marked with consecutive numbers from 1 upwards, with a line underneath the figures.

These to be similarly marked with marking ink.

Small Stores.

	No. of Passengers.		
	Under 200.	200 and under 300.	Above 300.
Brooms, birch	18	24	30
Ditto, coir	18	24	30
Mops, handled	12	16	20
Swabs	12	16	20
Scrapers	12	16	20
Hair brushes, with long handles	12	16	20
Ditto, with short handles	12	16	20
Dust pans	8	10	12
Scrubbing brushes	8	10	12
Combined brushes and squeegees	6	8	10
Pails, holding 3 gallons	6	8	10
Shovels	4	4	5
Holystones	50	70	80
Ditto, mounted	6	8	8
Rubbish tubs, with rope becketts	3	4	4
Charcoal—bushels	10	12	14
Coals for cooking for passengers—tons	30	35	40
Ditto [best steam coal] for distilling apparatus—tons	15	20	25
Sand—bushels	3	4	5
Swing stoves	4	5	6
Oven for baking bread, containing not less cubic feet internal measurement than	20	25	30

Cooking Apparatus and Miscellaneous Articles for each Ship.

Cooking hearth, or two cooking hearths, as the case may be, complete, with furnaces, ovens, pots, saucepans, coppers, steamers, &c., as described in the Emigration Commissioners' List, No. 5, May, 1863.

Oven and appurtenances for baking bread.

Kneading trough, with cover, shelves, &c., for use of baker.

One copper hold pump, with 60 feet of hose, in two lengths, to issue allowance of fresh water from upper deck.

Scuttle butts. Tubs for cook, and harness casks.

Four copper pumps for water.

Tarpaulin for each hatchway, large enough to cover the hatchways tent fashion.

Main deck and poop awnings, with side screens complete.

Windsails and life buoys.

Hexagonal safety candle lanterns, with spring sockets, Emigration Commissioners' pattern:—

10 for the first 100 statute adults.

2 spare plates of glass for each lantern.

1 for every 20 statute adults additional.

1 spare spring for each lantern.

Price's patent stearine sperm candles, as prepared and packed for the Emigration Commissioners' ships:—

40 of size No. 3, to burn 3 hours }
 40 do. No. 4, to burn 4 hours } for each lantern.
 40 do. No. 5, to burn 5 hours }
 500 do. No. 7, to burn 7 hours; for each ship.

One reflector hand lantern, to burn Price's patent candles.

Canvas screen for each hatchway.

For the Cook and the Officer who serves out the Provisions.

Knives, steel, flesh forks and tormentors, ladles, meat saw, chopper and cleaver, lever, knives, grindstone.

One coffee roaster.

Three coffee mills.

One rice sieve, tin with brass wire gauze.

One pepper mill.

Two sieves for sand, $\frac{1}{8}$ -inch mesh.

One set pewter measures, quart downwards.

One set tin ditto ditto.

One set wood ditto ditto.

Three tin scoops, assorted sizes.

One pair flour scales and weights, 14 lbs. downwards.

One set counter balance scales and weights, 4 lbs. downwards.

12 extra panes glass for skylights.

3 Rope mats, 6 feet by 2 feet.

2 Cots for hospitals.

2 Nursery lamps.

1 Portable water-closet for each hospital, with galvanized iron slop pail.

2 Fire engines complete.

100 feet $\frac{3}{4}$ -inch deal boards.

100 feet 1-inch ditto.

50 feet quartering.

10 lbs. nails, assorted.

1 doz. iron hasps and staples, assorted sizes.

6 feet lead piping, each size used for water-closets.

Solder, resin, and soldering iron.

4 square feet 6-lbs lead.

6 Padlocks, assorted keys.

3 Thermometers for Surgeon.

SCHEDULE B.

(Referred to in Conditions of Contract hereto annexed).

List of Medicines, &c., required for every One Hundred Persons.

N.B.—The Medicines, &c., must be procured from the Apothecaries' Hall, London. All the Medicines to be put in stopper bottles, and the Ointments in tins. All the poisonous articles to be legibly marked "Poisons." Where more than 16 ozs. of an article are required it is to be supplied in two vessels—one for use, and the other for store.

lb. oz.		lb. oz.		2 Yds. emp. resinæ	
0 6	Acid acetic	0 2	Plumbi. acetat	2 Galls. pale or colour- less fluid carbolic acid	} With proper dres- sers, and with labels and di- rections for use securely affixed to each package.
0 1½	" citric.	0 6	Potas. bicarbonas (pulv.)	1 Cwt. carbolic acid powder, containing not less than 20 per cent. of pure carbolic or cresylic acid	
0 ¼	" gallic.	0 2	" iodidum	1 Gall. alkaline permanganatis (Condy's preparation)	
0 ½	" hydrocyanic, dil. plainly marked "POISON."	0 12	Pulv. acaciæ gummi.	14 lbs. chloride of lime	
0 1½	" hydrochlor. } Carefully packed in small case with sand.	0 8	" aluminis.		
0 1½	" nitric fort. }	0 ½	" antimonialis		
0 10	" sulphur dil. }	0 1	" aromat.		
0 10	" tartaric (pulv.)	0 1	" catechu comp.		
2 0	" Ammon. carb.	0 2	" cretæ aromat.		
0 6	" hydrochlor.	0 2	" ipecac.		
0 10	" Amylum.	0 2	" " c. opio		
0 ½	Antimon. tartra.	0 4	" jalapæ.		
0 ½	Argenti nitras	0 1½	" kino c. opio		
0 1	Borax (pulv.)	0 ½	" opii.		
0 ½	Assafœtia	0 6	" potassæ nitrat.		
0 1	Calx (Recens.) in stop. bottle	0 6	" " tartras. acid.		
0 4	Camphor	0 6	" rhei.		
0 4	Chloroform in stop. bottle	0 ½	" scammonii comp.		
0 6	Conf. sennæ	0 3	" zingiberis		
0 6	Copaibæ	0 1¼	Quinæ sulph.		
0 ½	Creosoti	0 4	Quassia		
1 0	Cretæ præp.	0 ¼	Saponis dur.		
0 ½	Cupri. sulph.	0 ¼	Santonine		
0 ½	Ergotæ (pulv.)	0 8	Sennæ fol.		
0 2	Emplast. cantharid.	3 0	Sodæ bicarbonas (pulv.)		
0 2	" lythargyri	0 6	" et potassæ tart. (pulv.)		
0 2	" resinæ	0 4	Sp. ætheris		
0 ½	Ext. aloes	0 10	" " nitrosi.		
0 ½	" belladonnæ	0 10	" " ammon. aroun.		
0 4	" coloc. comp.	0 10	Rectificatus		
0 ¼	" conii.	0 6	Syrupus ferri iodidi		
0 ¼	" hyoscyam.	1 0	Sulphur. sublim.		
0 ¼	" opii.	0 6	Tinct. camph. c. opio.		
0 1	Ferri. sulph.	1 4	" " card. comp.		
0 8	Gentianæ radices	0 12	" catechu.		
0 4	Glycerine	0 ½	" digitalis		
0 2	Hydrarg. ammoniat	0 3	" ferri perchlori		
0 1	" " c. cretæ	0 4	" hyoscyam		
2 0	" " subchlor.	0 4	" kino		
0 ½	Iodum	0 8	" opii.		
1 4	Liniment: saponis.	1 0	" rhei		
0 8	Liquor ammoniæ.	0 2	" scillæ		
0 4	" plumbi subacct.	0 8	" sennæ		
0 2	" potassæ.	0 4	" valerianæ ammo.		
14 0	Magnesiæ sulph.	0 6	Unguent. calaminæ		
0 4	" carb.	1 0	" " cetacei		
0 ½	Morphiæ hydrochlor.	0 3	" hydrarg.		
0 8	Ol. lini	0 1	" hyd. nit.		
0 1	" menth pip.	0 1	" " " oxidi rubri		
0 ½	" anethi	0 6	" resinæ		
0 ½	" anisi	1 0	" sulphur.		
1 0	" olivæ.	0 2½	" " zinci oxid		
4 0	" ricini opt.	0 1	Vini colchici		
0 10	" terebinth.	0 8	" ipecac.		
0 ½	" croton	0 1	Zinci sulphat.		
4 0	" morrhuæ	1 0	Lard		
1 4	Oxyneil scillæ	8 0	Linseed meal		
0 2	Pil. hydrarg.	1 0	Lint, best		
0 ¼	" subchlor. comp.	2 0	Tow, common		
		2 0	" fine		
				MISCELLANEOUS.	
				1 Male syringe (glass)	} Two sets only of these articles for the ship.
				1 Female ditto	
				1 2-oz. graduated glass measure	
				1 Minim glass	
				1 Bolus knife	
				6 Doz. assorted green flat phials	
				1 Gross phial corks	
				6 Yds. flannel	
				12 Yds. calico	
				4 Sponges	
				1 Bed pan	
				1 Paper of pins	
				2 Pieces filleting for bandages, bleeding	
				1 Truss for hernia, right and left	
				2 Papers of pill boxes	
				36 Gallipots (assorted)	
				2 Quires of paper for putting up medicines.	
				500 Blank adhesive labels	
				1½ Yard india rubber cloth	} One set only of these articles for the ship.
				¼ Yard of oiled silk	
				½ Square yard of Markwick's spon- gio piline	
				1 Complete set of Cline's splints	
				1 Double action enema apparatus	
				1 Bleeding porringer	
				1 4-oz. syringe	
				1 Set copper scales and weights, ¼ lb. to ½ oz.	
				1 Box of small scales and weights	
				2 Wedgwood mortars and pestles	
				1 " funnel	
				1 Iron mortar and pestle	
				1 Plaster spatula	
				1 Pair of scissors	
				2 Skins of leather	
				1 Pill tile	
				1 Tin bath, 2 feet by 18 inches	
				4 Saucepans of different sizes for the exclusive use of the hos- pital	
				A 2-gallon water filter	

Whenever necessary, and especially when Cholera prevails as an epidemic, the Emigration Officer will require at least three times the above quantity of Oil of Turpentine, with a supply of Cayenne Pepper and Mustard.

List of Surgical and Midwifery Instruments which the Surgeon of a Passenger Ship should possess.

A pocket dressing case, containing scalpel, two bistouries (blunt pointed and sharp), gum-lancet, tenaculum, forceps, spatula, scissors, two probes, silver director, caustic-case, curved needles of different sizes.	Midwifery forceps and trachea tube.
Lancet-case, with at least four lancets.	Set of silver and gum elastic catheters, including female catheter and some bougies.
Case of tooth-instruments.	One amputating knife and catlin, one amputating saw, one Hey's saw, tourniquet.
	Silk of different sizes for ligatures and sutures.

Desirable Additions.

Cupping apparatus.	Trepine and elevator.
Trocar and canula.	Craniotomy forceps, perforator and blunt hook.

N.B.—The Surgeon should be provided with "Phillips's Translation of the London Pharmacopœia."

