

Officer or other officer acting in that capacity. Fresh provisions, in lieu of the ordinary rations, as provided in one of the sections of Article 22 of the present agreement, shall be issued to the passengers who remain on board during the seven lay days already mentioned.

34. 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 Articles 22 and 23, 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 33; but if the Queen shall require the passengers to remain in the ship beyond this period, they shall be victualled at the expense of the Queen, and demurrage paid by Her as already provided.

35. 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 observance and performance, well and faithfully, of all the conditions and regulations expressed and implied in this agreement, and in the Order in Council dated 7th January, 1864, for the order and discipline of emigrant ships; and also in 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.

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

As to the first moiety thereof, the Queen shall, within fifteen days 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 or their agent, stating full particulars of the claim; (2.) A certificate from the despatching officer showing when the ship was ready for the reception of her passengers; and (3.) A certificate, in triplicate, of the final departure of the vessel from Great Britain, signed by the Company or their agent and the officer mentioned in clause 12 hereof, with a schedule of the names and age of every individual embarked; and upon being satisfied that the vessel has finally sailed, and that the stipulations herein contained have been observed and performed up to that time, pay one moiety of the passage money at the rates mentioned in the contract in respect of the passengers who shall be mentioned in the said certificate as having embarked, and who shall have finally sailed.

As to the second moiety thereof, the Queen shall pay the remaining moiety of the passage money (subject to such deductions as hereinafter mentioned, not exceeding in the whole the sum of £1,000) to the Company or their agent, whose receipt shall be a sufficient discharge therefor. The Queen shall not, however, be liable to make such payment until the expiration of fifteen days after there shall have been deposited with the Immigration Officer at the port of arrival, or such other officer as the Government of the colony may appoint to receive the same, the three following documents, viz.:—

(1.) An account, signed by the Company or their agent, stating the full particulars of the claim.

(2.) A certificate, signed by such Immigration Officer, or by such other officer as may be appointed for the purpose by the Government of the colony, containing a nominal list of all the passengers landed alive at the port of destination, and certifying that they have been duly landed; such list being an actual transcript of the list of persons mentioned in the certificate of final departure, with a note against the name of each individual who from any cause may not be landed alive in the colony, stating the reason thereof.

(3.) A certificate, signed by the Surgeon-Superintendent, specifying the names and ages of all who may have died or left the ship during the voyage, or, if none have so died or left the ship, containing a declaration to that effect.

Provided always that the second moiety of the passage money shall be payable only in respect of such passengers as shall be certified as aforesaid to have been landed alive in the colony, and not in respect of any passengers who may have died or left the ship before her arrival, or who may leave the colony by the same vessel. Provided also, that any payment which would otherwise become due under this charter-party to the said Company shall be forfeited if they or any person interested in such payment shall effect or cause to be effected an assurance against mortality resulting from disease upon the lives of any of the passengers embarked under the authority of the Queen.

37. Should hostilities occur between the United Kingdom of Great Britain and Ireland and any foreign Power before the sailing of any ship to be despatched under this contract, it shall be optional with either party to annul this contract.

38. Provided always that, if the said Immigration Officer, at the port of arrival, or any officer acting in that capacity, shall report to the Minister for Immigration that the passengers have not been properly treated during the voyage, or that the stipulations in this charter-party do not appear to have been in all respects duly observed and fulfilled, it shall be lawful for the Minister for Immigration of the said colony, or, in his absence, for any Minister or Officer of the Government of New Zealand acting on his behalf, to determine and direct what sum of money (if any) not exceeding the sum of £1,000 shall be deducted by the Queen from the said second moiety of the passage-money; and the same may be deducted and retained accordingly, it being agreed that, in assessing such sum, the said Minister shall assume that the Queen represents in the aggregate all the passengers who shall have been improperly treated, or in respect of whom the said stipulations shall not have been duly observed and performed, and that the Queen is entitled to compensation accordingly, and this notwithstanding any proceedings which may be taken by any of the passengers on their own account, and without prejudice thereto, or any compensation having been paid to any of them, it being also agreed that, if the Company feel aggrieved by the determination of the said Minister, or such other Minister or officer as aforesaid, they may apply to a Judge of the Supreme Court to have the same reviewed by him, and if the said Judge or any one of the Judges of the Supreme Court shall think fit to vary or disallow the amount so to be deducted as aforesaid, his decision shall prevail, and any deduction from the said second moiety of the passage-money (if any) shall be made according to his decision, and shall be binding and conclusive on all parties concerned.