

intended to be guarded against on the part of the Government should be covered by insurance. You will therefore be good enough to see that this is attended to.

Your telegram dated 31st March, 1878, was received as follows: "Premier, N.Z.—Important to know time despatch first emigrants. Reply.—(Signed) Vogel, London;" and the following reply has been wired this day: "Agent-General, London.—First ships arrive October, none after February." I did not allude specially to this point, inasmuch as it was taken for granted that the matter was fully understood by you.

The Agent-General for New Zealand, London.

I have, &c.,  
J. MACANDREW.

### Enclosure 1 in No. 14.

The GENERAL MANAGER, New Zealand Shipping Company, to the Hon. J. MACANDREW.

The New Zealand Shipping Company (Limited), Wellington,

20th April, 1878.

SIR,—

Referring to our interview of this morning, when we reviewed the clauses of the conditions of contract for conveyance of emigrants and cargo, 1877, I have now the honor, in conformity with your suggestion, to formally record the alterations, first, mutually and definitely agreed upon, and, second, left over for your consideration.

1. In clause 5: From the second line, the words "or Glasgow" are to be omitted.
2. In clause 8: All the words following "to convey them," in the sixth line, are to be omitted.
3. In clause 10: In the first line, after the word "weighing," and before the word "over," to introduce the words "or measuring."
4. *Re* clause 50: I ask for, and you promised to consider the propriety of, the omitting of this clause altogether; and I urge it on the ground that the Government can and should protect itself from the consequences of any of the events sought to be provided against by marine insurance "against the act." It is a most novel, indeed unprecedented, introduction in the conditions of an emigration contract.
5. Clause 51: In lieu hereof, I propose the following: "Should hostilities occur between the United Kingdom of Great Britain and Ireland and any foreign power during the continuance of this contract, it shall be lawful for either party thereto to annul the same, provided always that, if at any time or immediately preceding the time of the declaration of war, any ship or ships ordered by the Queen under this contract are engaged loading cargo, or preparing for the conveyance of emigrants, the loading and despatching of such ship or ships shall be completed, and such extra sum for the carriage of cargo and conveyance of passengers shall be paid by the Queen, as may be mutually agreed upon, or, failing agreement by the parties hereto, as may be determined on in the manner hereinafter—in clause 52—provided for."
6. Clause 52: To meet the above, I propose to add to this clause, "And if the Queen and the Contractor cannot agree upon the extra sum or sums which should be paid to and received by the Contractor under the circumstances set out in clause 51 of these conditions, the determination of such sum or sums shall in like manner be left to the arbitration of a Judge of the Supreme Court of New Zealand, whose award and decision shall be binding and conclusive on both the parties hereto."
7. Clause 54: In lieu of this I suggest the following: "If the Contractor in any way assigns or sublets any part of this contract, or disposes of any of the benefits or advantages thereof, he shall not and will not be absolved from his responsibility under the contract, unless the Minister for Immigration in the colony for the time being first gives his consent in writing thereto."
8. Schedule A, column 3: Day Wednesday, "6" instead of "8" to be inserted; and at foot of schedule (*aa*) to insert, "These articles to be of prime and approved quality and descriptions."
9. Schedule B: To omit all the words after "sugar weekly" in the fourth line.
10. In regard to the term of the contract, I suggest, with great deference, that it should be extended to two or three years, because really it hardly gets into working order for the first twelve months, and its determination at an earlier period, subject to certain contingencies, is amply provided for.
11. I shall highly esteem your early decision in these matters, in order that the contract may be signed early next week for transmission by the San Francisco mail.

The Hon. James Macandrew,  
Minister for Immigration, &c.

I have, &c.,  
H. SELWYN SMITH,  
General Manager.

### Enclosure 2 in No. 14.

The Hon. J. MACANDREW to the GENERAL MANAGER, New Zealand Shipping Company.

SIR,—

Immigration Office, Wellington, N.Z., 23rd April, 1878.

Following up the subject of our personal interview, I am in receipt of your letter of the 20th instant, in which you state explicitly the alterations in the conditions of contract for the conveyance of emigrants and cargo desired by you.

In reply, I have to say that the Government is disposed to agree to any reasonable modification or alteration which does not materially affect the main conditions of the contract—namely, that immigrants shall be conveyed to New Zealand with as much safety and personal comfort as can be secured under the existing state of things. I need not say that to attain this ought to be as much the interest of the Contractor as it is the desire of the Government.

Such being the case, I have now to say that, in addition to the omissions and amendments conceded by me at our personal interview, the Government agree to accept the other alterations as proposed in