

1899.

## NEW ZEALAND.

## RATES OF FREIGHTS ON IMPORTS AND EXPORTS:

AGREEMENT BETWEEN THE TYSER LINE SHIPPING COMPANY AND THE NEW ZEALAND GOVERNMENT.

*Return to an Order of the House of Representatives dated Tuesday, the 1st August, 1899.*

*Ordered, "That there be laid before this House copies of all agreements entered upon since the 31st March, 1898, between the Government and each of the several shipping companies (or their representatives) engaged in the carrying trade with Great Britain in reference to the rates of freights on goods imported, or on meat, grain, butter, or other produce exported."—(MR. DUTHIE.)*

## AGREEMENT.

AGREEMENT made this nineteenth day of April, one thousand eight hundred and ninety-nine, between the Tyser Line (Limited), a company duly incorporated under the Companies Acts of the Imperial Parliament (hereinafter referred to as "the Tyser Line") of the one part, and Richard John Seddon, acting for the Minister for Agriculture for and behalf of the New Zealand Government (hereinafter referred to as "the Government"), of the other part:

WHEREAS the Tyser Line is a shipping company, and has for some time past established a line of steamers between New Zealand and London: And whereas, in view of the unfavourable market for grain in Europe, the Government is desirous of assisting New Zealand farmers in securing a low rate of freight for their grain to London: Now, therefore, these presents witness that it is herein agreed by and between the Tyser Line and the Government as follows, that is to say:—

1. The Tyser Line shall place at the disposal of the Government all uninsulated surplus space in the Tyser Line's regular steamers, and, subject to the conditions hereinafter contained, the Government undertakes to supply cargo (being wheat and oats in bags) in quantities sufficient to fill such space.

2. The said cargo of wheat and oats shall be received on the Tyser Line steamers at such port or ports in New Zealand as the Government shall require, provided that there is sufficient water at such ports to enable the said steamers to load the grain always afloat, and without undue risk to steamers.

3. The rates upon grain cargo supplied by the Government under this agreement shall be thirty shillings per ton of two thousand two hundred and forty pounds for wheat, and thirty-two shillings and sixpence per ton of two thousand two hundred and forty pounds for oats, *plus* five pounds per centum primage.

4. The Tyser Line shall use its best endeavours to fill the uninsulated space in its regular steamers with general cargo (including wheat and oats) before calling on the Government to supply cargo for the surplus space; but the Tyser Line shall not be bound to accept any such general cargo at rates of freight less than the equivalent to wheat at thirty shillings per ton, and oats at thirty-two shillings and sixpence per ton, *plus* five pounds per centum primage.

5. In the event of any other steamship company reducing their rates below those mentioned in clause 3, and the Tyser Line having to make a corresponding reduction, the Government undertake to make good to the Tyser Line the difference between the rates specified in clause 3 and any reduced rate or rates that may have to be accepted by the Tyser Line.

6. The proportion of wheat and oats to be shipped in each steamer shall, in the aggregate cargo of the steamer, be not more than one-third oats to two-thirds wheat.

7. The cargo to be supplied by the Government under this agreement shall be placed alongside the steamer in accordance with the custom of the port, and the Tyser Line shall pay all charges in respect of receiving from alongside and stowing the same.

8. In the event of there not being sufficient wheat or oats in bags forthcoming to fill the uninsulated surplus space, the Government undertake to pay dead freight on all such space not filled at the rate of twenty-five shillings per ton of forty cubic feet (without primage), such space to be measured in the customary manner, and to be agreed upon by two experts, one to be appointed by the Government and the other by the Tyser Line.

9. This agreement shall apply to all the Tyser Line's regular steamers available in New Zealand for Homeward loading during the months of April to August, one thousand eight hundred and ninety-nine, both inclusive.

10. The regular fleet of the Tyser Line comprises the following steamers: "Leitrim," "Indramayo," "Tomoana," "Hawke's Bay," "Indraghiri," "Star of England," "Star of New Zealand," and "Star of Victoria," all of which (inevitable accidents excepted) will be available for loading in New Zealand between April and August, one thousand eight hundred and ninety-nine, and shall be subject to this agreement.

11. This agreement shall apply also to such other steamers as may hereafter be agreed on between the Government and the Tyser Line.

12. The Tyser Line undertakes to give to the Government seven days written notice of the surplus space available for grain-loading in each of their insulated steamers, and the Government undertakes to give notice to the Tyser Line within three days after the receipt of such notice at what port or ports the Government will require the steamer to load such grain.

13. All sums payable by the Government under the foregoing provisions of this agreement shall in the case of each steamer be paid in cash in Wellington within fourteen days after the sailing from her final New Zealand port to London, the Government on each occasion being notified and satisfied as to the amount payable.

14. So long as the foregoing provisions of this agreement continue in force the Tyser Line further undertakes to place at the disposal of the Government space in its steamers from London and New York to New Zealand for all shipments of stores, rails, and general cargo required by the Government for the Ports of Auckland, Napier, and Wellington; and the Government undertakes to instruct the Agent-General in London to give preference to the aforesaid steamers for the carriage of such stores, rails, and general cargo at rates of freight to be agreed upon in London, and not to exceed the rates for the time being charged by the other steamship lines trading regularly to New Zealand.

15. All moneys payable by the Government under this agreement shall be payable out of the moneys to be appropriated by Parliament, and in no case shall the Minister for Agriculture, or any other Minister acting for him under this agreement, be personally liable under this agreement.

In witness whereof these presents have been executed by, or on behalf of, the parties hereto, the day and year first hereinbefore written.

THE TYSER LINE (Limited),  
By their Attorney, RICHARD TODD.

Witness to the signature of Richard Todd—

J. SANDMANN, Accountant, Napier.

RICHARD JOHN SEDDON,  
For the Minister for Agriculture.

Witness to the signature of Richard John Seddon, for Minister for Agriculture—

T. A. HAMER, Private Secretary, Wellington.

I, Richard Todd, of Napier, Master Mariner, do hereby solemnly and sincerely declare—

1. That I have executed the foregoing agreement as the attorney in the name and on behalf of the therein-mentioned company (the Tyser Line, Limited), under the power in that behalf conferred upon me by deed-poll or power of attorney, dated the 23rd day of August, 1893, a duly certified copy whereof was deposited in the Supreme Court Office, Napier, on the 27th day of November, 1893.

2. That I have not received any notice or information of the revocation of the said power of attorney, or of the winding-up of the said company.

3. That in terms of the said power of attorney the aforesaid agreement has been sanctioned and approved by cablegram from Messrs. Tyser and Company, the managing directors in London, of the aforesaid company, to me, dated the 14th day of March, 1899.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand, intituled "The Justices of the Peace Act, 1882."

RICHARD TODD.

Declared at Napier by the said Richard Todd, this 19th day of April, 1899, before me—W. F. Knight, a Justice of the Peace in and for the colony of New Zealand.

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