

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.

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| 1 Mess kit, with iron handles, 2 gallons | } | These Articles to be marked with consecutive numbers from 1 upwards, with a line underneath the figures. | | |
| 1 Tin oval dish, with colander and cover, 14 inches long, 8 inches deep | | | | |
| 1 Quartern tin, for baking bread | | | | |
| 1 Half-quartern ditto ditto | | | | |
| 1 Bread tub, with wooden hoops and cover | | | | |
| 2 Tin pots, holding 3½ 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, ¾-inch mesh, holding 10 lbs. | | | | |
| 1 Pudding bag—canvas | | | } | These to be similarly marked with marking ink. |
| 2 Mess-towels, 1½ yard long, ¾ yard wide | | | | |
| 1 Wash leather | | | | |