

shall decline to enter into such contract, then all emigrants and cargo which the Queen shall send or be desirous of sending to the said colony, from such ports on the River Clyde, shall be forwarded and sent by the vessels of the Company upon the same terms and conditions as are stated in this agreement.

14. The Queen shall be at liberty to reject any vessel which shall not be of the class stated in the conditions, or which shall not be fitted in accordance with such conditions, and may require the Company to fulfil such conditions; and the Company shall pay to the Queen all damages and expenses occasioned by reason of their supplying any ship not of the class stated in the conditions, or not fitted in accordance with such conditions.

In the event of the Company refusing or neglecting within a reasonable time (of which the Queen is to be judge), after being required by the Queen, to furnish and supply any ship according to the terms of this agreement, the Queen may charter and employ from any other person a ship or ships, and recover from the Company the extra expenses (if any) incurred by such employment, or deduct the same out of any moneys that may be or become due from the Queen to the Company.

15. The Minister for Immigration may, at his discretion, from time to time furnish to the Company, at their principal place of business in Christchurch aforesaid, an approximate statement of the emigrants and 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 emigrants and of such cargo, so far as he can do so consistently with the interests of the Government of the Colony.

16. The Company shall at all times 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, and all notices or directions given to him by the Queen under this contract shall be binding and conclusive on the Company in all respects touching or concerning the provisions hereof. The agent of the Company at present is Oliver Roper Strickland, 84, Bishopsgate-street Within.

17. The Company shall not assign, sub-let, or part with this contract, nor assign or dispose of the benefit or advantage thereof, or of any part thereof, without the consent in writing of the Minister for Immigration for the time being first had and obtained.

In witness whereof the Most Honorable George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby, and Baron Mulgrave of Mulgrave, all in the County of York, in the Peerage of the United Kingdom; and Baron Mulgrave of New Ross, in the County of Wexford, in the Peerage of Ireland; a Member of Her Majesty's Most Honorable Privy Council; Knight Commander of the Most Distinguished Order of Saint Michael and Saint George; Governor 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, this sixteenth day of November, one thousand eight hundred and seventy-six.

(L.S.)

NORMANBY.

Sealed with the Seal of the Colony of New Zealand,
and signed by the Governor of the said Colony,
in the presence of

FORSTER GORING,

Clerk of the Executive Council.

16th November, 1876.

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

(L.S.) { J. L. COSTER,
Chairman.
H. SELWYN SMITH,
General Manager.

FIRST 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 the agreement.

1. Every ship to be employed shall have a minimum height between decks of seven feet from deck to deck (save and except in case of the employment of the ships "Mataura" and "Waitara," and such other vessels as may be ordered to outports), and be in all other respects approved by the Queen, and which ships shall have a height between decks of six feet nine inches at the least, and shall be classed in Lloyd's Register not lower than class A1, and, if the ship prove to be otherwise, the Queen may refuse to employ the said ship under this agreement.

2. The Company will convey with all despatch such passengers and cargo as the Queen may