

No. 25.

(No. 36.)

MY LORD,—

Wellington, 23rd May, 1891.

With reference to your Lordship's despatch, "Circular," of the 14th February, 1891, inquiring whether my Government are prepared to adopt the suggestion that in case of a desire on their part to insure the provisional arrest of fugitive offenders in England they will notify the same to the Metropolitan Police,

2. I have the honour to state that such is the wish of my Ministers, and that in future the necessary telegrams will be sent by the Minister of Defence, and that the Agent-General will be instructed to pay all expenses that may be incurred.

I have, &c.,

The Right Hon. Lord Knutsford, G.C.M.G.

ONSLOW.

No. 26.

(No. 38.)

MY LORD,—

Wellington, 29th May, 1891.

I am desired by the Government of this colony to bring under your Lordship's notice the form in which bills of lading are made out by the shipping companies and shipowners belonging to the London Shipowners' Association, whereby they are exempted from all responsibilities as to the condition of goods on delivery.

2. The shippers in this colony contend that it was the intention of the Imperial Parliament, in passing the Common Carriers Act (11 Geo. IV., and 1 Will. IV., c. 68), by clauses 4 and 8, that carriers should not be able to relieve themselves of this liability.

3. They contend, further, that bills of lading identical in form adopted by this great combination of shipowners ought not to be looked upon as one of the "special contracts" contemplated in clause 6 of the Act, but is really an attempt to evade the law.

4. I have the honour to enclose for your Lordship's information a copy of the bill of lading, with those portions to which I refer underlined.

My Government desire that Her Majesty's Government should take such steps as may seem to them desirable with the view of bringing about by legislation the objects desired by shippers in this colony.

I have, &c.,

The Right Hon. Lord Knutsford.

ONSLOW.

Enclosure.

FREIGHT PAYABLE IN LONDON.

No.

SHIPPED in good order and condition by _____ on board the Steamship _____ whereof is Master for this present voyage _____ now lying in the Port of LONDON, and bound for NEW ZEALAND _____ with liberty to receive and to discharge goods and passengers, and to take in coal or other supplies at any intermediate Port or Ports, and to sail with or without Pilots, and to tow and assist vessels in all situations, the following goods, viz: _____ being marked and numbered as in the margin, and to be delivered (subject to the exceptions and conditions hereinafter mentioned, and transhipment if necessary) in the like good order and condition from the ship's deck, at her anchorage (where the ship's responsibility shall cease), at the Port of _____ (or so near thereto as she may safely get), unto _____ or to his or their Assigns. Freight for the said goods with primage to become due on shipment, and to be paid in London, in cash without deduction, ship lost or not lost. Average as accustomed, and/or York-Antwerp rules, 1890, if so claimed.

Ship not accountable for strikes, or the consequences thereof.

The Act of God, the Queen's Enemies, Pirates, Robbers, or Thieves, but not pilferage, Restraints of Princes, Rulers or People, and loss or damage resulting from any of the following causes or perils are excepted, viz.: Insufficiency in packing or in strength of packages, loss or damage from coaling on the voyage, rust, vermin, breakage, leakage, sweating, evaporation, or decay; injurious effects of other goods; effects of climate or heat of holds; risk of craft, of transhipment and of storage afloat or on shore; fire on board, in hulk, in craft or on shore, explosion; accidents to, or defects in hull, tackle, boilers or machinery or their appurtenances; barratry, jettison, neglect, default or error in judgment of the master, mariners, engineers, or others in the service of the Owners; collision, stranding, or other peril of the seas, rivers, or navigation of whatsoever nature or kind and howsoever caused, and acci-