

that if any of the said emigrants whose names shall have been furnished by the Contractors to the Agent-General for embarkation, and who shall have been included in the list prescribed by the 32nd article of the said agreement, shall fail to embark, the Contractors will, upon the request of the Agent-General on behalf of the Governor, repay to the Agent-General all sum and sums of money from time to time paid by the Agent-General on such behalf under the said 32nd article of the said agreement, for the emigrants who have so failed respectively to embark: Provided, also, that the Governor shall not be required to pay the cost of or provide a conveyance for (including those already sent) any greater number than two thousand able-bodied men of not less than twenty-one years of age, or any greater number of the said emigrants in the whole than six thousand adults.

4. The Governor will, on the arrival of the said emigrants in New Zealand, cause them to be received and dealt with in as beneficial a manner as other emigrants are received and dealt with on behalf of the Governor on arrival in the Colony.

5. With a view to a part repayment of the moneys so to be paid or expended by or on behalf of the Governor, the Contractors will repay to the Governor the sum of ten pounds in respect of every adult of the said immigrants who has sailed, or who hereafter shall be embarked as aforesaid; such repayment to be secured, with interest, by the joint and several promissory notes of the Contractors, in the form given and so signed as mentioned in the Schedule hereto; such promissory notes in respect of those emigrants who have sailed to be handed over to the Agent-General in exchange for the sum to be so paid to the Contractors as aforesaid; and the promissory notes in respect of those to be hereafter conveyed to be handed over to the Agent-General from time to time, upon request, immediately after such ship has, according to article 14 of the said agreement, proceeded to her destination. And in case the Governor or the Agent-General shall, under the 30th article of the said agreement, be repaid the half of the passage money payable by him thereunder in respect of any of the said emigrants, an allowance shall be made by the Governor to the Contractors at the rate of five pounds for each adult emigrant in respect of whom such repayments shall be made to the Governor or the Agent-General; and the amount of such allowance shall, when ascertained, be written off by indorsement on and be taken as part payment distributively of the instalments of the promissory notes given in respect of the shipment upon which such allowance shall arise. And in all cases in which any such repayment as aforesaid of half the passage money shall become due to the Governor or Agent-General under such agreement, the Governor or the Agent-General shall demand and use his best endeavours to recover the same.

6. The Governor may deduct the amounts which have from time to time become due and payable by the Contractors upon or by virtue and according to the tenor of the said promissory notes, from any moneys payable by the Governor to the Contractors in respect of any railway or other works executed by them; and there shall be indorsed upon any Contract for the time being in force between the Governor and the Contractors with reference to such works, and upon the duplicate thereof in the hands of the Contractors, a memorandum to the following effect, that is to say:—

Memorandum.

By an agreement made between the Governor and the Contractors, dated 27th June, 1872, the Governor advances the passage money, at £10 per adult, of immigrants into New Zealand, not exceeding 6,000 in number, and takes promissory notes of the Contractors for each advance, payable by four equal instalments of two, three, four, and five years from the date of each advance, with interest at 6 per cent. per annum in the meantime, and with liberty to the Contractors to pay the principal and interest earlier if they please, and with power to the Governor to deduct the amounts which have from time to time become due and payable upon such promissory notes and according to their tenor, from any moneys payable by the Governor to the Contractors in respect of any railway or other works executed by them under the within Contract.

7. The Contractors may take from or for and in respect of every adult of the said immigrants, a sum not exceeding sixteen pounds in payment of that for which payment is hereby agreed to be made by the Contractors to the Governor as aforesaid, and to cover the risk to the Contractors of the non-payment of such a sum; but they shall not, under any circumstances, take from or for or in respect of any adult of the said immigrants, more than that amount in respect of passage money.

8. If the Contractors desire to assure, with the Life Assurance Office of the Government of New Zealand, all the said emigrants embarked in all or any of the ships, they are to be at liberty to do so on the same terms on which emigrants sent out by the Honorable Colonel Feilding may be insured under the arrangements made between him and the Governor, a copy of the terms of which arrangement has been handed to the Contractors.

9. The Governor, by being a party to these presents, and the Agent-General, by signing the same on his behalf, shall not incur any personal responsibility or liability whatsoever.

In witness whereof the Agent-General has hereto, as agent for and on behalf of the Governor, set his hand, and the Contractors have respectively set their hands, the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

£ . The ship “ ,” London.
WE jointly and severally promise to pay to Her Majesty the Queen and her successors, on behalf of the Colony of New Zealand, the sum of pounds, by four equal yearly instalments of pounds each, at the expiration of two, three, four, and five years respectively, from the date hereof, with interest in the meantime at the rate of 6 per cent. per annum on so much thereof as shall for the time being remain unpaid, such interest to be paid half-yearly on every day of and day of ; the first of such half-yearly payments to be made on the first of the said days happening after the date hereof, and in case default shall be made in the payment of either of the said yearly instalments, or of the said interest