

considerate treatment of the passengers throughout the voyage, and for the performance well and faithfully of all the conditions and regulations expressed and implied in this agreement, and 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 this agreement.

29. The price of passage, including the expense of landing the passengers and their luggage, shall be thirteen pounds 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 Agent-General's passengers, or of extra fittings or alterations in the 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 party of the second part of all the stipulations and conditions herein contained on his 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 party of the second part, 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 party of the second part, with a schedule of the names and age 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 party of the second part shall repay to the party of the first part the half of the passage money for each emigrant who may have died during the voyage or have left the ship previous to arriving at the port of disembarkation.

31. The party of the first part shall give in writing not less than six weeks' notice to the party of the second part when a ship is required for the conveyance of emigrants, and the party of the first part shall not despatch to the same port more than one ship in each month, unless three months' notice shall have been given to the party of the second part of his intention to do so.

32. Ten days prior to the sailing of each ship, the party of the first part shall furnish in writing to the party of the second part a list of the names and ages of the emigrants to embark, upon which data the party of the second part shall proceed to fit up the ship, and for any of the emigrants who may fail to embark the party of the first part shall pay to the party of the second part 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 party of the second part to suspend this contract.

34. The present agreement shall be taken to be made by the Agent-General in his official capacity only, and no liability whatever arising out of it shall attach personally to him or to his private estate and effects.

35. To the true observance by the said party of the second part, and by the owner, master, officers, and crew of the said ship respectively, of all the said covenants and stipulations herein contained, and on his or their part to be observed, the said party of the second part does hereby bind himself, his heirs, executors, and administrators, and the said ship, her apparel and furniture, unto the said Agent-General in the penalty of one thousand pounds and full costs of suit.

In witness whereof the said parties have hereunto set their hands respectively this seventh day of March, 1872.

Signed by I. E. FEATHERSTON, Agent General,

And by the said SHAW, SAVILLE, AND CO.

In the presence of JOHN MORRISON.

No. 15.

The AGENT-GENERAL to the Hon. the COLONIAL SECRETARY.

(No. 177.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

7th March, 1872.

SIR,—

I beg to enclose you a statement of accepted tenders for rails during the period commencing June, 1871, and ending March, 1872, from which you will perceive there has been an increase in the cost, of nearly 50 per cent. I am advised by those best acquainted with the state of the iron market, that there is every probability of the present prices of iron being maintained for the next two years.

I believe I have some time ago called your attention to the fact that the majority of iron-masters decline to tender for the light rails of 40 lbs. per yard, and that the cost per ton of light rails is considerably greater than that of heavier rails.

It becomes a question for the consideration of the Government, under these circumstances, whether it would not be wise to adopt a heavier and more durable rail.

I have, &c.,

I. E. FEATHERSTON,

Agent-General.

The Hon. the Colonial Secretary, Wellington, New Zealand.