

4. The conditions set forth in the First Schedule hereto, and every part thereof, shall be incorporated with these presents, and shall be binding on the parties hereto as fully and effectually as if the same were set forth at length herein, and shall have the same force and effect as they would have if embodied in a charter-party on the employment or engagement of each ship by the Queen or the Agent-General.

5. Subject to such conditions, the Company shall find and provide such ships as may be required by the Queen from time to time for carrying out this agreement, and for the conveyance of emigrants and for the carriage of cargo, or for only one of such purposes, or for both such purposes; and the Company shall be entitled to be paid for the same as and in the manner particularly mentioned herein and in the said conditions respectively.

6. All ships engaged in the conveyance of emigrants or the carriage of cargo hereunder shall proceed from the port of London or Glasgow upon such dates as the Agent-General shall appoint in accordance with the said conditions, and such ships shall be prepared and fitted for sea subject to and according to the terms thereof; and on embarking the emigrants or completing taking in cargo (or both of these, if carrying both emigrants and cargo), shall proceed to such port in the colony as the Agent-General shall direct, being one of either of the ports of Auckland, Wellington, Lyttelton, or Port Chalmers: Provided that, if so required by the Agent-General, ships may be required to go to Bluff Harbour, Nelson, and Napier in the said colony, provided the Agent-General is able to give a fair number of emigrants, or of emigrants and cargo, or cargo; and in such case the Company shall be paid for the conveyance of the emigrants by such ship or the carriage of cargo therein at the like rates respectively as if the same were conveyed or carried to one of the first-mentioned ports, and the Queen shall be the sole judge as to the number of emigrants, or the quantity of cargo, or of both emigrants and cargo, to be conveyed under this provision.

The Agent-General may also require such ships as may be necessary for the conveyance of emigrants or cargo to proceed direct to the Port of New Plymouth, in the said colony; and in such case there shall be paid to the Company an additional sum for the conveyance of every emigrant landed at such port at the rate of twenty shillings per statute adult, and for the carriage of cargo an additional sum to the rates hereinafter provided at the rate of ten shillings per ton.

7. The Agent-General shall not be entitled to require the Company to provide a ship for the conveyance of a less number of emigrants than one hundred and fifty (150) statute adults (except in the special cases provided for under clause six hereof) nor to provide a ship capable of carrying more than three hundred and fifty (350) statute adults.

8. Any ship, whether carrying cargo or not, may be required to call at Plymouth, in England, for the purpose of embarking emigrants; and in such case Plymouth shall be deemed to be the port of embarkation for the purposes of this agreement.

9. The Company shall be paid for the carriage of cargo at the following rates, viz.:—

Ordinary dead-weight, at the rate of twenty shillings per ton.

Ordinary measurement, at the rate of thirty shillings per ton.

Special cargo shall be paid for at such special rates as may be agreed upon in London between the Agent-General and the Company's agent there before shipment.

The above rates for carriage of cargo shall be applicable in cases where the cargo is carried to the ports of Auckland, Wellington, Lyttelton, and Port Chalmers; provided that where cargo shall be carried for other ports in the colony than those last and hereinbefore mentioned, the same shall be delivered by the Company at such ports at an additional rate to those above mentioned of fifteen shillings per ton.

Upon all cargo rates, whether special or otherwise, there shall be paid and allowed to the Company primage, at the rate of five per cent.

Ordinary dead-weight is, and throughout this contract shall be, taken to be such weight as in no single piece weighs over three tons. Ordinary measurement is, and throughout this contract shall be taken to be, all goods usually taken by measurement. And all single pieces of dead-weight or measurement weighing over three tons shall be taken out of the ship by and at the expense and risk of the Queen.

All bills of lading for cargo carried shall be made subject to the terms of this contract.

10. Freight for the carriage of cargo shall be paid in the following manner:—One-half thereof on signing the bills of lading, and the other half thereof on the delivery of the cargo on arrival at the port of destination in the colony.

11. The Company shall be paid for the carriage of emigrants, at the following rates, viz.:—

For every statute adult, the sum of thirteen pounds eleven shillings and sixpence (£13 11s. 6d.)

For every child of the age of one year and under twelve years, the sum of seven pounds eleven shillings (£7 11s.)

12. Nothing herein contained shall be construed to prejudice or affect any or either of the contracts, matters, or things hereinafter mentioned, whether the same now are in existence or may hereafter be in existence: that is to say,—

(a.) Any contracts entered into by the Agent-General on behalf of the Queen or of the Government of the Colony prior to the commencement of this agreement.

(b.) Any contract or engagement made or effected by means of the agency of the Government now in existence in Scotland for the conveyance of emigrants, or the carriage of cargo contracted to be delivered at the Clyde; and such emigrants or cargo to be sent or despatched from the ports of Greenock or Glasgow, or any other port in the River Clyde, to the Province of Otago.

13. Nothing in this agreement contained shall be held to prevent the Queen, or the Agent-General on her behalf, from entering into a contract with the Albion Shipping Company of Glasgow for the conveyance of any emigrants or cargo or of emigrants and cargo from any port on the River Clyde to Port Chalmers or Bluff Harbour, in the Province of Otago, on the same or lower terms as to the passage money and freight as are stated in this agreement: provided that if the Albion Shipping Company