

10. The regular fleet of the Tyser Line comprises the following steamers: "Leitrim," "Indramayo," "Tomoana," "Hawke's Bay," "Indraghiri," "Star of England," "Star of New Zealand," and "Star of Victoria," all of which (inevitable accidents excepted) will be available for loading in New Zealand between April and August, one thousand eight hundred and ninety-nine, and shall be subject to this agreement.

11. This agreement shall apply also to such other steamers as may hereafter be agreed on between the Government and the Tyser Line.

12. The Tyser Line undertakes to give to the Government seven days written notice of the surplus space available for grain-loading in each of their insulated steamers, and the Government undertakes to give notice to the Tyser Line within three days after the receipt of such notice at what port or ports the Government will require the steamer to load such grain.

13. All sums payable by the Government under the foregoing provisions of this agreement shall in the case of each steamer be paid in cash in Wellington within fourteen days after the sailing from her final New Zealand port to London, the Government on each occasion being notified and satisfied as to the amount payable.

14. So long as the foregoing provisions of this agreement continue in force the Tyser Line further undertakes to place at the disposal of the Government space in its steamers from London and New York to New Zealand for all shipments of stores, rails, and general cargo required by the Government for the Ports of Auckland, Napier, and Wellington; and the Government undertakes to instruct the Agent-General in London to give preference to the aforesaid steamers for the carriage of such stores, rails, and general cargo at rates of freight to be agreed upon in London, and not to exceed the rates for the time being charged by the other steamship lines trading regularly to New Zealand.

15. All moneys payable by the Government under this agreement shall be payable out of the moneys to be appropriated by Parliament, and in no case shall the Minister for Agriculture, or any other Minister acting for him under this agreement, be personally liable under this agreement.

In witness whereof these presents have been executed by, or on behalf of, the parties hereto, the day and year first hereinbefore written.

THE TYSER LINE (Limited),
By their Attorney, RICHARD TODD.

Witness to the signature of Richard Todd—

J. SANDMANN, Accountant, Napier.

RICHARD JOHN SEDDON,
For the Minister for Agriculture.

Witness to the signature of Richard John Seddon, for Minister for Agriculture—

T. A. HAMER, Private Secretary, Wellington.

I, Richard Todd, of Napier, Master Mariner, do hereby solemnly and sincerely declare—

1. That I have executed the foregoing agreement as the attorney in the name and on behalf of the therein-mentioned company (the Tyser Line, Limited), under the power in that behalf conferred upon me by deed-poll or power of attorney, dated the 23rd day of August, 1893, a duly certified copy whereof was deposited in the Supreme Court Office, Napier, on the 27th day of November, 1893.

2. That I have not received any notice or information of the revocation of the said power of attorney, or of the winding-up of the said company.

3. That in terms of the said power of attorney the aforesaid agreement has been sanctioned and approved by cablegram from Messrs. Tyser and Company, the managing directors in London, of the aforesaid company, to me, dated the 14th day of March, 1899.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand, intituled "The Justices of the Peace Act, 1882."

RICHARD TODD.

Declared at Napier by the said Richard Todd, this 19th day of April, 1899, before me—W. F. Knight, a Justice of the Peace in and for the colony of New Zealand.

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