

after referred to as “the King”), of the one part, and Kinsey, Barns, and Co., of Christchurch, shipping agents, for and on behalf of the New Zealand and African Steamship Company (hereinafter referred to as “the Contractors”), of the other part, witnesseth that it is hereby mutually agreed between the parties hereto as follows, that is to say:—

1. In this agreement the following words and expressions shall, unless the context otherwise requires, have the meanings herein given to them:—“The Government” means His Majesty the King, his heirs and successors, acting by His Majesty’s Government in the said colony: “The Postmaster-General” means the Postmaster-General of the Colony of New Zealand: “mails” includes all matter which under the law in force in the said colonies respectively may be transmitted by post.

2. This contract shall remain in force for the term of three years from the date hereof, subject to determination as hereinafter provided.

3. The Contractors will from time to time, and at all times during the continuance of this contract, provide and maintain steamers of the character and capacity hereinafter mentioned, and despatch one of such steamers twelve times during each year, and as nearly as possible monthly, from a safe port in New Zealand to be appointed by the Contractor and approved by the Government (hereinafter called “the port of departure”), to South Africa *via* Fremantle, as hereinafter provided.

4. Each such steamer shall, besides the port of departure, call at not exceeding three other safe ports in the colony, the names of such ports to be submitted to and approved of by the Government from time to time (hereinafter called the “loading-port”).

5. The Contractors shall at their sole expense advertise the proposed dates of the sailing of each ship from each port in New Zealand in such newspapers or in such other manner and for such time as may be agreed upon, or, in default of agreement, may be appointed by the Government.

6. Each such steamer shall be in good seaworthy condition, of modern build, and shall be of not less than about 5,000 tons gross register, and have a measurement-capacity for cargo of not less than 4,000 tons.

7. Each such steamer shall contain excellent L.G.R. passenger-accommodation for not less than twenty to thirty saloon passengers, and shall provide, when required, accommodation in light and well-ventilated quarters for such number of steerage passengers (not exceeding 250) as the Government may from time to time, after reasonable notice, direct the Contractors to provide. Such accommodation shall be in every respect equal to the accommodation provided for the respective classes on board steamers engaged in a similar trade to South Africa.

8. The Contractors shall provide on board the said steamers such space for the carriage of mails as the Postmaster-General of the Colony of New Zealand may from time to time require.

9. The said steamers shall be fitted throughout with electric light.

10. Each such steamer shall provide, if and when required, suitable accommodation for the safe carriage of about one thousand head of full-grown cattle on deck and in shelter deck, and also ample water-ballast tanks for fresh water for the use of the animals carried.

11. Each such steamer shall be properly insulated for the carriage of refrigerated cargo equal to 100,000 carcasses of mutton, and shall be fitted with modern refrigerating machinery, which shall be at all times maintained in efficient working-order by the Contractors. The freezing-chambers for the carriage of refrigerated cargo shall, immediately before or on arrival at the first port of loading, be cooled down to a maximum of 15° above zero for at least twenty-four hours prior to taking in such cargo, to the satisfaction of an officer appointed by the Government, or, failing such appointment, to the satisfaction of Lloyd’s agent, any such inspection to be at the expense of the Government.

12. Steamers shall replenish their bunkers with coal upon arrival in New Zealand, and before commencing to load, at a west coast port whenever it is reasonably possible, at which port steamers will be free of pilotage and all port charges excepting light dues.

13. Upon the name of any port of departure or loading-port being submitted to the Government, the Government shall forthwith and without delay either approve or disapprove of the same, and in the latter event will forthwith submit the name of the port the Government approves of as a port of departure or loading-port, and the reasons for such disapproval and substitution. And no such substitution shall be made unless the Contractors are guaranteed not less than 300 tons of cargo at such substituted port.

14. The Contractors shall on each outward voyage from New Zealand call at Fremantle, in Western Australia, and, provided they are unable to obtain a full cargo in New Zealand, shall also be at liberty to call and take cargo at one other port in Australia *en route*.

15. The Contractors shall not be obliged to carry cargo from New Zealand to Fremantle in any one voyage to a greater extent than one-sixth of the steamer’s cargo-capacity; and the rates of freight from New Zealand to Fremantle charged by the Contractors shall not exceed the rates current from Sydney and Melbourne to Fremantle by more than 25 per cent. Whenever it is reasonably possible the Contractors shall give precedence to cargo from New Zealand to South Africa over any cargo from New Zealand to Fremantle.

16. Each such steamer shall discharge at Fremantle, and also at Durban, Port Elizabeth, and Cape Town (which latter are hereinafter called the “South African ports”) provided that the Contractors shall not be obliged to discharge cargo at any of such South African ports if cargo shall not have been shipped for any of such ports to the extent of not less than three hundred tons, but shall be entitled to tranship such cargo at any one of the said South African ports, paying all coastal freight, but at the shipper’s entire risk.

17. Lighterage at Durban and Cape Town, if at any time necessary, shall be at the Contractor’s expense, but at the shipper’s risk. Lighterage at Port Elizabeth to be at the shipper’s risk and expense.