

Company to have an equivalent excess of meat or any excess of meat in any future month or months ; but if in any future month or months the New Zealand Shipping Company and the Shaw, Savill, and Albion Company (Limited) shall arrange for an adjustment of the quantities of meat to be taken by the steamers of each of the said shipping companies, the Frozen Meat Company will, if it can do so without loss and inconvenience, endeavour to assist and fall in with any such adjustment as may be arranged as aforesaid ; but nothing in this clause contained shall be construed to prejudice the rights of the Frozen Meat Company in respect of any month in which the Shipping Company shall fail to forward from the Dominion the proper quantity of meat in accordance with the terms hereof.

Clause 5. In the first week of each month the Shipping Company shall prepare a time-table for that month and the following five months showing the approximate dates of the arrivals and departures at the various ports of the various steamers engaged by the Shipping Company in the meat trade, and shall supply the Frozen Meat Company with a copy of such time-table, and the Shipping Company shall adhere to such time-table as nearly as possible ; but nothing in clause contained shall be construed to limit or affect the liability of the Shipping Company to the Frozen Meat Company in respect of any month in which the Shipping Company shall fail to forward from the Dominion the proper quantity of meat in accordance with the terms hereof.

Clause 6. The Frozen Meat Company shall on or before the fourteenth day of each month give notice in writing to the Shipping Company of its frozen-meat-space requirements for the second succeeding month—that is, on or before the fourteenth day of January for all March, and on or before the fourteenth day of February for all April, and so on ; and unless such notice is given the Shipping Company shall not be liable for any loss sustained by the Frozen Meat Company by reason of any freight space not being available for any frozen meat.

Clause 7. When after giving notice as required under clause 6 the Frozen Meat Company is prepared to make a definite booking of freight space the Shipping Company shall, within five days after receiving notice in writing of such definite booking, intimate their acceptance or otherwise of such booking. Should the Shipping Company decline such booking or any portion thereof the Frozen Meat Company shall be at liberty to arrange tonnage elsewhere : Provided that the failure on the part of the Shipping Company to carry the said quantity of meat shall not, save so far as such quantity is concerned, affect this contract ; and nothing in this clause contained shall be construed to limit or affect the liability of the Shipping Company to the Frozen Meat Company in respect to any month in which the Shipping Company shall fail to forward from the Dominion the proper quantity of meat for which due notice has been given as provided in clause 6.

Clause 8. Freight shall be paid by the Frozen Meat Company to the Shipping Company in New Zealand at the following rates : December to May inclusive—Mutton, $\frac{1}{16}$ d. per pound ; lamb, $\frac{3}{8}$ d. per pound ; lamb over 42 lb., $\frac{1}{16}$ d. per pound ; beef, $\frac{1}{16}$ d. per pound ; (all less 5 per cent.). June to November inclusive—Mutton, $\frac{1}{16}$ d. per pound ; lamb, $\frac{3}{8}$ d. per pound ; lamb over 42 lb., $\frac{1}{16}$ d. per pound ; beef, $\frac{1}{2}$ d. per pound (less $7\frac{1}{2}$ per cent.) ; pork, $\frac{1}{16}$ d. per pound net all the year round. Legs, shoulders, and pieces of mutton and lamb, and pieces of beef, and all frozen by-products, $\frac{1}{2}$ d. per pound net on net weight all the year round, or, if packed in cases 1s. 6d. per cubic foot measurement, at the option of the Freezing Company. Slupe-wool, $\frac{1}{16}$ d. per pound above the rate for greasy wool.

Clause 9. For freight purposes the deduction on mutton and lamb shall be 6 per cent. off hot weight and 3 per cent. off the cold weight of beef.

Clause 10. Bills of lading for all shipments shall be of the form attached hereto, with such variations as may be agreed upon from time to time. Notwithstanding anything in clauses 3 and 4 of bill of lading, any meat overcarried or transhipped owing to the fault or for the convenience of the Shipping Company shall be at the risk and expense of the Shipping Company until delivered at the destination named in the bill of lading : Provided that clauses 3 and 4 shall apply in any case or cases where the Shipping Company in the protection or safety of ship and (or) cargo overcarries or tranships any meat.

Clause 11. The steamers to be provided by the Shipping Company are to be tight, staunch, and strong, and in every way suitable for the purpose of this agreement, with the refrigerating machinery competent to produce and maintain in insulated chambers a temperature suitable for the reception and carriage of frozen meat tendered for shipment by the Frozen Meat Company. Before loading commences the said insulated chambers, fittings, and refrigerating machinery are to be in proper and efficient order to the satisfaction of and certified to by the Surveyor to Lloyd's Register, or the Surveyor to the British Corporation, or the Surveyor to the New Zealand Underwriters' Association, or his representative at the loading-port or at any other port at which the hold has been previously surveyed, and this certificate shall be conclusive evidence of the fitness in all respects of such machinery, insulation, and fittings for the reception and carriage of the meat ; a copy of such certificate to be supplied to the Frozen Meat Company. In the event of the refrigerating machinery, insulation, or their fittings being so damaged or defective as to render it unsafe to load meat, then the Frozen Meat Company shall have the power of refusing to load until the machinery and (or) insulation are repaired and made good to the satisfaction of the Surveyor or his representative. The Shipping Company agrees that each and every chamber shall be thoroughly cleaned and sufficiently cooled down to the satisfaction of the Surveyor or his representative for a period before or after arrival at the port of loading of from twenty-four to forty-eight hours, according to the size of the chamber before any frozen meat is received into such chamber.

Clause 12. No meat shall be stowed in steamers so as to touch the top part of the chamber or impede the free circulation of air, and all meat-holds shall be properly battened so that no meat shall touch the ceiling or skin of the steamer.

Clause 13. The Meat Company shall at all times afford every possible facility to the Shipping Company's officers for determining the condition of meat during the course of preparation at their works or when tendered for shipment.

Clause 14. The Shipping Company shall at all times while its steamers are at the port of loading afford every possible facility to the Frozen Meat Company's officers to have access to the steamers' holds before and during loading of frozen meat and until the steamers leave.

Clause 15. The Shipping Company agrees not to knowingly receive on board from any person whatever any meat found to be soft or otherwise not in good condition, and no goods or fish other than frozen meat shall be received into the meat-chambers on board steamers unless the same be tendered in a thoroughly frozen condition.