

Clause 16. Strikes, and lockouts, and the responsibility resulting therefrom barred on both sides.

Clause 17. The Shipping Company shall not be liable for any damages to the Frozen Meat Company owing to the loss or breakdown of its steamers or machinery or any of them rendering it unable to carry out this agreement; and the Frozen Meat Company shall not be liable for any loss to the Shipping Company owing to the destruction or breakdown of its works or any part thereof rendering it unable to carry out this agreement.

Clause 18. Should the Shipping Company be prevented from providing or delayed in providing the steamers or sufficient space therein under the terms of this agreement by reason of the act of God, the King's enemies, detention, quarantine, blockade, or loss, stranding, collision, or other serious accident of navigation or perils of the sea, to any steamship or part thereof, including refrigerating machinery and insulation previously advised as intended to be provided hereunder, whether such accident or detention shall have been caused by negligence or default on the part of the masters, mariners, engineers, or others in the service of the Shipping Company or by latent defect in the said steamer, the Shipping Company shall be excused from the consequences of its failure to provide or delay in providing such steamer, but shall repair or replace such steamer with all reasonable speed. Notice in writing shall as soon as possible be given by the Shipping Company to the Frozen Meat Company of any failure or delay, and of any such replacement or repair, and of the date when the steamer or its substitute will be ready to load meat: Provided, however, that failure from any cause to provide a steamer or steamers as before mentioned, and pending the supply by the Shipping Company of such necessary steamer or steamers, either party shall be at liberty to suspend the operation of this contract, and the Freezing Company shall be free to make any other freight arrangement as may seem to it best.

Clause 19. If by reason of any war or hostilities either party shall be prevented from fulfilling any of their respective obligations hereunder this agreement may, at the option of either party hereto, be suspended during the continuance of such war or hostilities, but shall be resumed as soon as possible after cessation of hostilities.

Clause 20. It shall be competent to the Shipping Company to assign to any company or ship owner or owners having suitable steamers for the service and adequate financial position for the responsibilities and obligations imposed on the Shipping Company under this agreement the interest thereof of the Shipping Company under this agreement, upon previously obtaining from the Frozen Meat Company their consent in writing to such assignment; and upon such assignees duly taking over such obligations and responsibilities in such form or manner as the legal advisers of the Frozen Meat Company may reasonably consider desirable or necessary, the Shipping Company shall be free from all further liability hereunder. Any legal or other charges or expenses incurred in consequence of such proposed assignment or carrying out the same shall be borne by the Shipping Company.

Clause 21. The Meat Company shall not sell or otherwise dispose of their interest or any part thereof in their freezing-works to any other company, person, or persons unless subject to this contract and the terms thereof being carried out by such company, person, or persons.

Clause 22. In the event of any reduction or rebate in freight having been made previously to the date hereof or being hereby granted by the Shipping Company or any other shipping company, firm, or line ship or ships at any time during the currency of this agreement, or with any freezing company or meat-shippers in New Zealand, or if any meat-shipper or any freezing company in New Zealand makes a freight contract at a less rate of freight for over a period with any other line, then a similar reduction for a similar period as such reduction or rebate was made shall be made to the Meat Company:

Provided the Meat Company agrees to accept all the essential terms and conditions of any contract which may be made by the Shipping Company or shipping companies hereinbefore specifically mentioned consequent on such reduction or rebate, but no such reduction being accepted by the Meat Company shall be construed to render this contract terminable before the period provided for in clause 2. In the event of a quantity of meat being carried from New Zealand by a ship or ships other than those provided by the present contracting shipping companies at a less rate than contained in this contract the Shipping Company will carry a similar quantity of meat for the Meat Company at the same rate, but the Freezing Company will endeavour as far as possible to ship at the same period of the year. The Shipping Company is quite in accord that the Meat Company is to be placed on as advantageous terms as any meat-shipper in New Zealand, but both mutually agree that the conditions of this clause 22 are not to be used as a lever to obtain a general reduction of rates.

Clause 23. No live-stock to be carried on deck immediately above a refrigerating-chamber containing frozen meat unless the Shipping Company are expressly liable for any damage to meat caused thereby.

Clause 24. The Shipping Company agrees that it will not either directly or indirectly purchase, or become in any way directly or indirectly interested in the purchase of, sheep, lambs, or cattle, or the meat thereof, in the Dominion.

Clause 25. If at the request of the Shipping Company the Freezing Company supplies frozen meat to any steamer under overtime-labour conditions the Shipping Company shall pay the increased cost of overtime incurred.

Clause 26. The Shipping Company undertake that they will discharge with their own stevedores any steamers carrying meat under this contract.

Clause 27. The Frozen Meat Company further agrees to ship by the sailing-vessels or steamers of the Shipping Company, at the option of the Freezing Company, provided the necessary tonnage is available, one-half of all the general cargo the *bona fide* property of the Frozen Meat Company which it may have available for shipment from its works, and shall tender for shipment for export to London and (or) ports on the south and east coasts of the United Kingdom; and the Shipping Company undertakes to carry the above general cargo for the Frozen Meat Company at the lowest current rates obtainable in New Zealand from any of the at-present-established or any future-established lines at the time of shipment; and the Shipping Company further undertakes to pay to the Frozen Meat Company a return of five (5) per cent. on the net amount of freight by steamers, and two and a half (2½) per cent. on the net amount of freight by sailing-vessels. In the event of the rates of freight being temporarily reduced owing to the competition of outside steamers and sailing-vessels other than above referred to, the Frozen Meat Company shall have the right, should the Shipping Company decline to carry at such reduced freight cargo tendered for shipment, to ship same by other steamers offering such freight.