



SUPPLEMENT
TO THE
NEW ZEALAND GAZETTE

OF THURSDAY, APRIL 5, 1883.

Published by Authority.

WELLINGTON, FRIDAY, APRIL 6, 1883.

Treasury Regulations relative to the Public Accounts.

WM. F. DRUMMOND JERVOIS,
Governor.

ORDER IN COUNCIL.

At the Government House, at Wellington, this second day of April, 1883.

Present:

HIS EXCELLENCY THE GOVERNOR IN COUNCIL.

HIS Excellency the Governor in Council hereby directs that the following Regulations, made in pursuance of section 5 of "The Public Revenues Act, 1878," shall come into operation on and after the second day of April, 1883, upon and after which day all Regulations now in force shall be repealed.

I. GENERAL.

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| <p>1. The financial year commences on the first day of April, and ends on the 31st day of March.</p> | <p>The financial year.</p> |
| <p>2. The Bank of New Zealand is the bank in which all public moneys are to be kept, and is referred to in these Regulations as "the bank."</p> | <p>Bank of New Zealand is the bank referred to.</p> |
| <p>3. In the public accounts the revenue of any financial year is the money received into the Public Account at the bank at Wellington within the year; and the expenditure is the money paid at the Treasury within the year, and the money paid by imprestees, of which the accounts are received at the Treasury within the year. Imprests unaccounted for at the end of a financial year are included in the accounts of the following year.</p> | <p>Of the revenue and expenditure of the financial year.</p> |
| <p>4. Every Receiver, Imprestee, or other person concerned in the receipt or payment of public moneys shall account to the Treasury weekly, unless the Treasury directs him to account at longer periods, not exceeding four weeks. All accounts shall be made up on the first Saturday, or, in the case of four-weekly accounts, on the fourth Saturday after the beginning of the financial year, and upon every Saturday or fourth Saturday thereafter. And an account shall be made up on the last day of each financial year for the broken period after the then last account.</p> | <p>Officers to account weekly or four-weekly.</p> |

Saturday to mean the last Saturday of the accounting period. Fractions of a penny. Treasury may alter forms. In cases not provided for, Receiver to apply for instructions.

Penalties may be imposed by Treasurer.

Officers liable for losses through negligence.

When Accountant relieved, to send accounts to Treasury.

Definition of Receiver.

Appointments to be notified to Treasury and Audit.

Receivers to give receipts to persons paying money.

Bank receipts.

Vouchers for miscellaneous receipts to be accompanied by full particulars.

5. Where the word "Saturday" is used in these Regulations it means the Saturday in each week, or the last Saturday of the period, for which the accountant is required by the Treasury to account, as the case may be.

6. Fractions of a penny shall not be included in any account.

7. Any of the forms in the several schedules hereto may be altered by or with the sanction of the Treasury, so as to suit the special requirements of any department.

8. In any case which is not provided for by "The Public Revenues Act, 1878," or "The Public Revenues Act, 1882," or by these Regulations, and in any case in which special circumstances may render it inconvenient for the public service that these Regulations should be strictly observed, the accounting officer shall apply to the Treasury for special instructions and shall be bound thereby.

9. The Colonial Treasurer may, by writing under his hand, direct a penalty, not exceeding one pound, to be imposed on any officer for the breach of any Regulation, or for error in any account, or who neglects to send in any account at the time or in the form required by these Regulations or by order of the Treasury, or who neglects to append thereto any vouchers, receipts, or other papers which are required to support such account. Any such penalty may be recovered by deducting the same from any salary or other moneys due, or which may become due, to such officer, or may be recovered as a debt owing to the Crown by such officer in any Court of competent jurisdiction, whether such officer shall or shall not have ceased to be in the public service.

10. Every public officer will be held personally responsible for any loss which may accrue to the Government by reason of any default or negligence in the fulfilment of the duties imposed upon him by the Public Revenue Acts of 1878 and 1882, or by these Regulations, or by the instructions he may from time to time receive from the Minister administering the Department to which he belongs, or from the Colonial Treasurer.

11. Every Receiver, Imprestee, or other officer on being relieved of his duties shall make up to date, and duly transmit to the Treasury, all returns and statements required from him under these Regulations. He shall also hand over to the relieving officer all cash, whether in the bank or in hand, stamps, license forms, books, stores, and furniture in his charge belonging to the Government, with a return of the same signed by himself; and a copy of so much of the said return as relates to cash, stamps, and license and other forms of money-value, signed by the outgoing and by the incoming officer, shall forthwith be transmitted to the Treasury, by whom it will be referred to the Audit Office. When the absence of the officer is only temporary, this Regulation shall apply only so far as the Treasury directs.

II. REVENUE AND RECEIPTS.

GENERAL.

12. Every person into whose possession or control any money comes which is payable into the Public Account or into any Deposit Account is a Receiver within the meaning of the Public Revenues Acts 1878 and 1882, and becomes thereby charged with all the liabilities imposed upon Receivers by the said Acts.

13. When any person is appointed to any office whereby it becomes his duty to receive public moneys, the Under-Secretary or Head of the Department in which such appointment is made shall forthwith notify the same to the Treasury and to the Audit Office.

14. Every Receiver shall, unless otherwise instructed by the Receiver-General, give to the person paying any money payable to the Public Account a receipt in the form in the *First* Schedule hereto, and shall send to the Treasury in support of his accounts a copy of every such receipt, with a certificate signed by the person paying in the money that such is a true copy of the receipt given to him. The Receiver shall also file a third copy of such receipt in his office.

15. It is the duty of every Receiver to apply to the Treasury from time to time for printed forms of receipts in triplicate, which will be issued in books, with numbered receipts, for each of which the Receiver must account. The Treasury may alter the form of receipts in cases and in offices in which the above form is not applicable. Forms spoiled in preparation of receipts must not be destroyed, but must be attached to the next account.

16. Every Receiver shall prepare such bank receipts as are required for signature at the bank, and shall number them in the proper place on the form consecutively from one upwards, commencing on the first day of each financial year.

17. When moneys are received on account of rents or sales of Government property or otherwise as miscellaneous revenue, full particulars of the authority for such sales, the account-sales, tenders, and contracts, if any, and other documents explaining the transactions, must be appended to the accounts of the Receiver.

18. Moneys received in satisfaction or on account of surcharges must be accompanied by a statement prepared by the officer surcharged, containing full particulars of the transactions in respect of which surcharge was made, together with a reference to the query or other communication directing such surcharge.

Surcharges.

OF THE PAYMENT OF MONEYS INTO THE PUBLIC ACCOUNT.

19. The full amount of all collections, deducting only auctioneers' and other allowed charges on the sale of public property, and such payments as collectors of revenue are required by special enactment to pay out of their collections, shall be paid into the Public Account at the bank.

Collections to be paid in full into the Public Account.

20. Every Receiver whose office is in a place where there is a branch of the bank shall pay the whole of his collections (except as above provided) into the bank day by day, and shall obtain from the bank a receipt in the form in the *Second* Schedule hereto, and also an acknowledgement in a bank pass-book; and should he receive any money after the time when it would have been possible to pay it into the bank, the Receiver shall pay in such money with his collections of the following day.

To be paid daily into the Public Account.

If the Receiver is in a place where there is no branch of the bank, he shall transmit his collections up to the close of business on Saturday to the bank at Wellington, by post office order, or by registered letter containing bank notes only, retaining in hand, in the latter case, for the time being, any sum less than one pound.

Where there is no bank in neighbourhood.

21. Every Receiver shall keep a Cash-Book in the form in the *Third* Schedule hereto, and shall enter therein in the order of date every sum received and every sum paid into the Public Account. When a sum is received from which a deduction is made, as provided in the *nineteenth* Regulation, the Receiver shall enter the gross sum, showing the deduction therefrom and the net amount in cash in its proper column. Immediately after bank hours on Saturday every Receiver shall add up and balance his Cash-Book at that point at which the receipts have been paid to the branch of the bank or remitted to the bank at Wellington.

Receiver to keep a cash-book.

Moneys received after bank hours shall be entered under the total of receipts as balanced, with the heading "Received after bank hours;" and at the close of business on Saturday the Cash-Book shall be again balanced by showing such receipts as "Balance in hand carried to next account," in which account under the proper headings the amount brought forward will form the first item of receipt.

22. Every Receiver shall prepare and post for transmission to the Receiver-General, by the first mail leaving after each Saturday, a correct copy of so much of his Cash-Book as he has not previously sent, accompanied by the bank receipt for each payment into the bank, and by the certified copies of the receipts given to the persons from whom he received the moneys, together with a declaration in the form set forth in the *Third* Schedule hereto.

Receiver to forward copy of cash-book to Receiver-General.

When any deduction is made from any sum receivable, the Receiver shall furnish full accounts and vouchers in support of such deduction.

23. If no money is received in any accounting period, the Receiver shall furnish his account with the word "Nil" written on the pages for writing the particulars of receipt and payment.

Nil returns.

24. In cases in which a Receiver is authorized to retain fees received by him by way of salary, he shall make up his Cash-Book to the close of business on the last day of every calendar month, and forward to the Receiver-General a copy of so much thereof as he has not previously sent, accompanied by a salary abstract, as provided by the *seventy-fourth* Regulation, properly certified and receipted, for the amount of fees collected and retained by him during the period for which he is accounting.

Fees retained in lieu of salary.

OF THE PAYMENT OF REVENUE TO LOCAL BODIES.

25. All fees, fines, and penalties received or recovered and payable under the provisions of "The Municipal Corporations Act, 1876," "The Counties Act, 1876," "The Public Works Act, 1876," and "The Financial Arrangements Act, 1876," or other Acts or Ordinances, to any Borough, County, Road District, or other local body (excepting such fees, fines, or penalties as may be collected by means of stamps in the Courts of law), shall be paid daily by the Receiver to the Borough Fund Account, the County Fund Account, or the Road District Fund Account, as the case may be, at the bank at which such account is kept; or, in the case of any other local body, to its bank account, or to its Treasurer.

Fees, fines, and penalties under certain Acts to be paid to local bodies by Receivers.

26. In the case of any County in which the whole of "The Counties Act, 1876," is not in force, moneys payable to the County are to be paid into the Public Account in accordance with section 106 of "The Counties Act, 1876."

27. All such receipts and payments shall be entered in the Cash-Book of the Receiver in the proper columns, and shall be supported by vouchers, as provided

Receipts to be entered in

cash-book, and statements rendered to local bodies concerned.

by the *fourteenth* Regulation; and the Receiver shall transmit weekly to the Town Clerk, the County Treasurer, or the Chairman of the Road Board, as the case may be, a statement showing in detail the several sums collected during the week on behalf of the local body concerned.

OF DEPOSITS.

Of Deposits on Account of Revenue.

Receipts to be paid daily to Deposit Account in name of Receiver.

28. Every Receiver who receives money by way of deposit on account of revenue shall pay all such moneys day by day into the bank to a separate account in his own name, to be called "The Deposit Account of the [naming his office]." The Receiver shall give to the depositor a receipt in the form set forth in the *Fourth* Schedule hereto, and he shall obtain from the bank a receipt in the form in the *Fifth* Schedule hereto, and also an acknowledgment of the same in a bank pass-book.

Receiver to repay deposits by cheque.

29. The Receiver shall make payments out of his Deposit Account only by cheque, countersigned by such public officer as the Receiver-General directs and notifies to the bank.

Deposit to be returned when transaction completed.

30. As soon as the transaction on account of which a deposit was made is completed, the Receiver shall return the deposit, or balance of the deposit, to the depositor, who shall give up his deposit receipt for the same, receipted on the proper place in the form. If such deposit receipt is lost, the depositor shall give a receipt for the amount refunded to him on a receipt form, as provided by the *fourteenth* Regulation.

Deposits unclaimed for a year.

31. Deposits unclaimed for more than one year after becoming payable to the depositor are to be paid into the Public Account.

When deposit transferable to Revenue.

32. Whenever any deposit, or part of a deposit, becomes transferable to revenue, the Receiver shall pay the amount into the Public Account, and shall pass it through his revenue Cash-book as moneys received in the ordinary way.

Balance in hand in excess of £100 to be paid to Receiver-General's Deposit Account.

33. As often as the balance at credit of the Receiver's Deposit Account exceeds the sum of one hundred pounds, the Receiver shall forthwith pay the amount in excess of that sum to the bank for credit of the Receiver-General's Deposit Account at Wellington, and shall obtain from the bank a receipt in the form in the *Sixth* Schedule hereto, which he shall forthwith forward to the Receiver-General together with a memorandum of particulars of the lodgment.

Regulations 26 and 27 not to apply to Customs.

34. The *thirty-second* and *thirty-third* Regulations shall not apply to deposits for duties of Customs, which the Receiver shall in every case repay in full to the depositor upon payment of the duties on account of which the deposit was made.

When balance insufficient, Receiver to apply to Receiver-General for remittance.

35. As often as the balance at credit of the Receiver's Deposit Account is insufficient to meet immediate claims thereon, the Receiver shall apply to the Receiver-General, by telegraph if necessary, for such sum as may be required to restore the balance to one hundred pounds (the maximum amount authorized to be retained), or to meet any claim in excess of that amount.

Receiver to keep Deposit Cash-book.

36. Every Receiver who receives money by way of deposit shall keep a separate cash-book, to be called the Receiver's Deposit Cash-book, in the form in the *Seventh* Schedule hereto, in which he shall enter on the debit side, under the proper date, in the order in which he receives it, every sum deposited with him, carrying out the totals of daily payments into the bank; and he shall enter on the credit side in the order of payment the sums paid to depositors or others, to the Receiver-General's Deposit Account, or to the Public Account, carrying out the daily totals of such payments.

Entries in Deposit Cash-book to be numbered.

37. Entries in the Deposit Cash-book of all sums received shall be numbered consecutively from 1 upwards, commencing on the first day of each financial year; and on repayment of any deposit, or any part thereof, the number thereof shall be entered in the proper column on the credit side of the Cash-book.

Receiver to forward copy of Deposit Cash-book to Receiver-General.

38. Every Receiver shall balance his Deposit Cash-book at the close of business on Saturday, and shall, by the first mail thereafter, transmit to the Receiver-General a copy of so much of it as he has not previously sent, accompanied by a bank receipt for each sum paid into the Deposit Account, and by the deposit or other receipt for each sum repaid to the depositor. He shall also transmit therewith a certificate by the bank of the balance of his Deposit Account in the form in the *Seventh* Schedule hereto, together with the declaration in the form in the same Schedule that the statement of account is complete and correct.

If during any period no deposits are received, the Receiver shall forward to the Receiver-General a "Nil" return, signed and attested in the usual form.

If no bank in neighbourhood, Receiver to account as directed.

39. In cases in which there is no bank in the neighbourhood of the Receiver, the balance of the deposits in his hands shall be ascertained and certified in such manner as the Receiver-General may direct, and he will be instructed to modify the form of the certificate in the Deposit Cash-book accordingly.

Of Deposits with Receivers of Land and Gold Revenue for Surveys.

40. When any survey in respect of which deposits are received is completed, the Chief Surveyor of the district shall forward to the Receiver an abstract in the form in the *Thirteenth* Schedule hereto, certified in the following manner, viz. :—

- (a.) In cases where the survey is made by the permanent staff of the Surveyor-General's Department,—in favour of the Public Account.
 (b.) In cases where the survey is made by some surveyor specially employed for the purpose,—in favour of the person so employed.

On these abstracts the Receiver shall note the amount and the date of receipt of each deposit, and shall forthwith forward such abstracts to the Surveyor-General, who shall send them when approved to the Treasury. The abstracts shall then be returned to the Receiver, who shall forthwith pay them out of his Deposit Account either to the Public Account or to the surveyor entitled, as the case may require. Any balance repayable to the depositor the Receiver shall thereupon refund to him.

Deposits for land and gold revenue for surveys.

Of Deposits with Tenders on account of Contracts.

41. Every deposit on account of a contract shall be received, unless otherwise specially provided by the condition of the contract, by a cheque on some bank nearest to the place at which the tenders are appointed to be received. The cheque must be marked by the banker on whom it is drawn, as good for twenty-one days, and must be drawn in favour of the Receiver-General's Deposit Account only.

Deposit to be received by marked cheque only.

42. The cheques shall be retained in the custody of the Receiver until the tenders are pronounced upon, when those of unaccepted tenderers shall be forthwith returned to them, and that lodged with the accepted tender shall be immediately paid to the bank for credit of the Receiver-General's Deposit Account at Wellington, and the Receiver shall forthwith post to the Receiver-General a memorandum of particulars, together with the bank receipt. If there is no branch of the bank in the town in which the tenders are received, the cheque shall be sent forthwith by registered letter to the Receiver-General, together with a memorandum of particulars.

Cheques to be retained until tenders pronounced upon, then returned or paid into Receiver-General's Deposit Account.

43. Deposits in the custody of the Receiver-General, when returnable to depositors, shall be refunded through the Receiver on requisition made by the Under-Secretary or Head of his department. In all cases of refund a receipt in the regulation form shall be taken from the depositor.

Authority for refunding deposits.

44. Whenever any deposit becomes forfeited, the amount, if in the custody of the Receiver shall be paid forthwith to the Public Account, a bank receipt for the payment and a memorandum of particulars being forthwith transmitted to the Receiver-General. If any such deposit is in the custody of the Receiver-General, a notification of the forfeiture shall be forwarded to his office, in order that the amount may be transferred to the Public Account.

Forfeited deposits.

45. In all cases the deposits received shall be brought on charge in the Deposit Cash-book of the Receiver, who shall take credit for the amounts refunded to depositors or paid to the Receiver-General's Deposit Account, or to the Public Account.

All deposits received to be entered in cash-book.

46. The Deposit Cash-book shall be made up on Saturday, and a copy forthwith posted to the Receiver-General, supported by the bank receipts and the receipts of the depositors for all sums refunded, on the form provided for the purpose. If no deposit is received or refunded during any accounting period a "Nil" return shall be furnished.

Copy of cash-book to be forwarded to Receiver-General.

47. The balance in the custody of the Receiver shall be supported by a statement in detail in the form in the *Eighth* Schedule hereto, to be furnished every month with the copy of the Deposit Cash-book.

Certified statement of balance in custody of Receiver.

Law Trust Deposits.

48. Every officer receiving law trust moneys shall keep a Law Trust Cash-Book in the form in the *Ninth* Schedule hereto. Under the head of receipts he will enter all such moneys coming into his hands under the proper date and in the order in which they are received, each entry being supported by a voucher in the form in the *Tenth* Schedule hereto, and certified in the manner provided by the *fourteenth* Regulation.

Receiver to keep Law Trust Cash-Book.

49. The Receiver shall day by day pay all moneys as above received before the close of business on any day, and which have not been paid to the persons entitled to receive them, into the bank to credit of an account in his name, called "The Law Trust Account of the [naming the Court]." Any moneys received after bank hours shall be lodged in the bank on the following morning.

Moneys received to be paid into Bank.

50. Where an officer holds appointment under more than one Court he shall keep a Law Trust Cash-book and a Law Trust Account at the bank for each Court separately, or for all the Courts in one, as the Receiver-General may direct.

Payments to be made by cheque only except in certain cases.

51. Disbursements shall be made by cheque only, except in cases where the sums received are paid out on the same day. All sums disbursed shall be entered on the date and in the order of payment, and every such entry shall be vouched for by a receipt in the form in the *Eleventh* Schedule hereto, signed by the person to whom the money is paid.

The thirty-first Regulation shall apply to Law Trust Deposits.

Cash-book to be balanced periodically.

52. The Law Trust Cash-Book shall be made up at the close of business on Saturday, and the balance, if any, carried forward to the succeeding period. The balance must be stated so as to show the amount in the bank, the amount of unrepresented cheques, and the moneys received after bank hours.

Copy of cash-book to be forwarded to Receiver-General.

53. Every officer shall, by the first mail leaving after each Saturday, prepare and post to the Receiver-General a correct copy of so much of his Law Trust Cash-Book as he has not previously sent, and shall transmit therewith a certificate by the bank of the balance at credit of his account, a declaration in the form set forth in the *Ninth* Schedule hereto, the vouchers for the receipts and disbursements of the period, and a list of the unrepresented cheques.

Receiver-General's Deposit Account.

Receiver-General to forward a weekly account of deposits to Audit Office.

54. The Receiver-General shall every Monday prepare and forward to the Audit Office a copy of so much of his Deposit Account as he has not previously sent, supported by the necessary vouchers.

55. The Receiver-General shall forward to the Audit Office day by day all copies of Receivers' Deposit Cash-books received by him, together with the vouchers in support thereof.

Receiver-General to forward deposit cash-books of Receivers to Audit Office. Claims in proper form to be sent to Under-Secretary of Department. Claims to be approved and audited before payment.

III. EXPENDITURE.

GENERAL.

56. All claims on the Government must be stated on an "abstract form" in one of the forms in the *Twelfth* and *Thirteenth* Schedules, or such other form as the Treasury may direct for special cases, and, after being certified by the proper officer, must be sent by him forthwith to the Under-Secretary or Head of the Department on account of which the expenditure is incurred.

57. Every such abstract must be stamped with the stamp of the Department, and signed by the Under-Secretary or other officer authorized by the Minister for the purpose, who shall at the same time fill in, in the proper place in the abstract, the vote and item, or other account authorized by Parliament, against which the same is to be charged. The abstract shall be then sent to the Audit Office, and when audited shall forthwith be sent on to the Treasury for payment or credit, as the case may be.

Upon every abstract must be noted the date on which it was received at the head office.

Register of claims received to be kept.

58. A register of abstracts in the form in the *Fourteenth* Schedule shall be kept in each Department, in which shall be entered every abstract sent in to it for payment, arranged in the alphabetical order of the several claimants. The register shall show the dates on which each abstract was received in the Department, and on which it was sent on for audit; and the dates on which, if returned for correction or otherwise, it was so returned, and re-sent for audit. It shall also be noted therein whether each claim is paid or cancelled. Abstracts for salaries shall be registered under the official designation of the certifying officers.

59. Officers certifying to abstracts will be held responsible for all errors in calculation.

60. Every abstract shall show the name of the officer appointed to countersign the cheque, and the branch of the bank on which the cheque is to be drawn.

Abstract to show branch of bank, &c. Payments to be made by cheque of Paymaster-General.

61. Except where payments are directed to be made by an imprestee, all claims on the Government will be paid by cheque of the Paymaster-General drawn on the branch of the bank which is nearest to the residence of the payee, and will be sent to him from the Treasury direct. But such cheques become payable only on being countersigned by an officer appointed to do so.

Duty of officer appointed to countersign cheque.

62. The abstracts in respect of which cheques are issued will be sent to the countersigning officer, who will obtain the receipt of the payee thereon. It is the duty of the countersigning officer before countersigning any cheque—

- (1.) To satisfy himself of the identity of the person presenting the cheque;
- (2.) To see that the final certificate on the abstract is filled in and signed;
- (3.) That the number of the cheque coincides with that quoted in the abstract;
- (4.) That the abstract is duly received by the payee or his authorized agent, and is stamped as required by law.

Payments to agents.

63. Claimants unable to present their cheques or give receipts in person may obtain countersignature on the authority of an order in one or other of the forms

in the *Fifteenth* Schedule hereto. The special order must be on or attached to the abstract in each case. The general order will be recorded in the Treasury; but no payment will be made thereunder unless it is noted on the abstract that the money is payable to the agent named in the order; and the countersigning officer shall not sign the cheque unless the Treasury record number of the order is quoted on the abstract.

64. Payments may be made to persons authorized to receive money as attorney, executor, or administrator, on the production of the power of attorney, probate of the will, or letters of administration; and the countersigning officer shall note on the abstract that such instrument has been produced to him, and the date thereof; and, in case of a power of attorney, he shall satisfy himself that it has not been revoked.

Payments to attorneys or executors.

65. The mark of any payee unable to write, and the mark or signature of every Native, must be witnessed by a European other than the countersigning officer.

Payments in certain cases to be witnessed.

66. The countersigning officer must return all abstracts, when duly receipted, to the Treasury by the first following mail.

Receipted abstracts to be returned to Treasury.

67. Where several claims are included in one abstract, and one or more cheques are not presented for countersignature within a month after the abstract has been received, the countersigning officer shall enter the particulars of the outstanding claim on a fly receipt in the form in the *Sixteenth* Schedule hereto, together with the number of the abstract, and shall take the receipt thereon when he countersigns the cheque, and shall write the words "Payable on fly receipt" on the abstract.

Fly receipts to be taken in certain cases.

68. The countersigning officer shall return to the Treasury every abstract of which the cheques are not presented for countersignature within one month after he has received such abstracts, with a memorandum stating that it is returned unreceipted because the cheques have not been presented for countersignature.

If cheques not presented within one month, abstracts to be returned. Duplicate abstracts.

69. In the event of any abstract being lost, payment may be made on another abstract certified and approved in the same manner as the original; but such abstract must be marked "duplicate," and must bear the certificate of the Paymaster-General that the claim has not been previously paid.

70. When any doubt or difficulty arises as to any receipt to be taken, the countersigning officer must apply to the Paymaster-General, who, after taking the opinion of the Controller and Auditor-General thereon, will issue his instructions accordingly.

Countersigning officer to apply to Paymaster-General if in doubt as to receipt. Surcharges.

71. The amounts of all abstracts insufficiently receipted or not returned to the Treasury will, under the authority of "The Public Revenues Act, 1882," be surcharged by the Audit Office against the officer whose duty it was to obtain and forward to the Paymaster-General a sufficient receipt; and such surcharge will be discharged only in the manner provided by such Act.

OF THE PAYMENT OF SALARIES, PENSIONS, AND FIXED ALLOWANCES.

72. It shall be the duty of the Under-Secretary or Head of each Department, before the beginning of each financial year, or, if the Estimates are not then passed, immediately after the passing of the Estimates, to prepare and send to the Treasury a full and correct list of all persons employed in his Department, together with the rate of the salary and allowances which each is entitled to receive. This list, when signed by the Minister, shall be the general authority to make the payments therein specified. When any salary is altered during the year, or any person is employed who is not mentioned in such general authority, a special authority, signed by the Minister, must be sent to the Treasury before such payment is made.

Lists of officers and their authorized salaries to be sent to Treasury by Departments.

73. The Treasury shall forthwith transmit all such authorities to the Audit Office for record therein, and the Audit Office shall pass no abstract for payment of salary except in accordance therewith.

Treasury to forward them to Audit.

74. All abstracts of salaries, pensions, and fixed allowances shall be sent to the Under-Secretary or Head of his Department by the officer whose duty it is to prepare them;—when payable monthly, during the first week of the month to which they relate; and when payable quarterly, during the first week of the last month of the quarter to which they relate. Abstracts for fees retained as salary must be sent in during the first week after the period to which they relate. (See Regulation 24.) Abstracts for pensions which are payable in advance may be forwarded to the head office at any time after the commencement of the period for which they are payable.

Abstracts to be in prescribed form, &c.

75. Salaries and pensions which are payable by cheques on different branches of the bank must be entered on separate abstracts for each branch.

Separate abstracts for each bank.

76. The abstract must state the first and last day of the period of service, and both must be included in the calculation.

How pay and allowances to be calculated.

One month's pay at an annual salary must be calculated at one-twelfth part of such salary. Pay for a broken part of a month must be computed by multiplying the month's pay by the number of days in the broken part, and dividing it by the number of days in the month.

Where wages or allowances are fixed by the day, the total number of days within the period must be taken, unless it is stated that working days only are to be allowed.

Fees retained as salary.

77. Where fees received are authorized to be retained as salary, the actual sum received as fees in the period to which the amount relates must be stated in the abstract as the salary for such period.

Abstracts to be finally certified.

78. Abstracts which have been "provisionally certified," as provided in the form in the *Twelfth* Schedule, must not be "finally certified" before the last day of the month, or other period when the service is completed; and a cheque must not be countersigned until the abstract is so "finally certified."

Cases of non-completion of service.

79. In cases in which the service for which an abstract has been "provisionally certified" is not completed, the certifying officer shall prepare an amended abstract, and forward it to the Under-Secretary or Head of his Department for approval; but, before doing so, he shall require the original cheque to be given up, which he shall countersign and shall forthwith pay into the Public Account, forwarding the bank receipt, together with the original abstract, to the Paymaster-General.

OF THE PAYMENT OF CLAIMS FOR CONTINGENT SERVICES OR SUPPLIES.

Particulars to be set forth in full in abstract.

80. Claims for the payment of contingent services or supplies must be made out on a Contingency Abstract, in the form in the *Thirteenth* Schedule hereto, on which must be set forth in full the particulars of the claim;—in the case of services, the exact date or period of service; and in the case of supplies, the date on which they were received, the quantities and prices of the several articles, and the purpose for which they were required, together with the name and postal address of the claimant.

Abstracts to be sent in immediately on completion of service.

81. It is the duty of every public officer who is authorized to incur any expenditure on behalf of the Government to send in the abstract, in the case of services, immediately on the conclusion of the service, and in the case of supplies, not later than the end of the month in which the supplies were received. In the case of invoices, freight-charges, and other payments which require to be made before the goods are received, the abstracts must be provisionally certified, and must be accompanied by the bills of lading or other sub-vouchers in support of the claim.

Tradesman to supply bill of parcels.

82. Every tradesman or other person supplying goods for the service of the Government shall send together therewith a bill of parcels stating the particulars and prices of the goods supplied; and any officer taking delivery of any goods not accompanied by such bill will be held responsible for their cost.

The officer must note on every such bill the date on which it was received in his office.

Where the abstract comprises claims for several parcels of goods supplied, the bills which accompanied the goods shall be appended to the abstract.

Ministerial authority to be quoted. Signature of claimant.

83. Every Contingency Abstract must contain a reference to the general or special authority of the Minister for incurring the expenditure to which it relates.

84. Claims for contingent services or supplies, except where the latter are supported by bills of parcels, must, whenever practicable, be authenticated by the signature, opposite the total, of the claimant; and must in all cases be certified, in the case of stores, by the Storekeeper or officer responsible for their custody; and, in the case of services, by the officer in charge.

Contracts to be sent to Treasury.

85. The Under-Secretary or Head of every Department shall send to the Treasury every contract entered into on behalf of the Government, or a certified copy or memorial of the same, immediately on its execution; and the Treasury shall forthwith send the same to the Audit Office for record therein.

IMPRESTS.

Imprest advances for wages, travelling expenses, &c.

86. Advances by way of imprest will be made to public officers for payment of wages, the expenses of officers travelling on public service, jurors and witnesses in criminal prosecutions, and similar services which require disbursements to be made in prompt cash.

To be issued upon approved requisition.

87. Imprests will be issued only upon a requisition in the form in the *Seventeenth* Schedule, made by or on behalf of the officer requiring the advance, stating his official designation and address, and the branch of the bank in which the money is to be lodged. The requisition must be addressed to the Under-Secretary or Head of his Department, who must note thereon the vote or other account authorized by Parliament against which it is to be charged. On approval by the Minister or

the officer authorized by him, the requisition must be sent to the Audit Office, whence, when passed, it will be sent to the Treasury for payment.

88. Moneys issued to an Imprestee must be kept in the branch of the bank nearest to his office, in an account called the Imprest Account of [*naming the Imprestee*], to the credit of which account the money will be lodged by the Paymaster-General; except in the case of money required for travelling expenses, which may be paid to or retained in hand by the Imprestee. In all cases the Imprestee must forthwith send a receipt for the amount to the Paymaster-General in the form in the *Seventeenth* Schedule hereto.

Imprest moneys to be kept in bank.

89. Every Imprestee shall keep an Imprest Cash-Book, in which he shall enter, in the order of date of each transaction, on the debit side, all moneys paid to him, or to his Imprest account at the bank, by the Paymaster-General or any other person, and on the credit side all sums paid by him on the public service, or repaid to the Public Account. He shall balance his Imprest Cash-Book on each day on which he is required to account, and shall obtain from the bank a certificate of the balance at the credit of his official account at that date.

Imprest Cash-Book.

90. Every Imprestee shall account at the close of business on Saturday, and shall forward to the Treasury by the first mail after each accounting period an account in the form in the *Eighteenth* Schedule hereto for such period, accompanied by a certificate in the same Schedule, and by the bank certificate of the balance, and by vouchers properly receipted for all sums expended during the period; and, in the case of payments to the Public Account, by the bank receipt for the same.

Imprestee to account to Treasury.

91. In case he has been unable to obtain the vouchers for any payments, or the bank certificate, the Imprestee shall notwithstanding forward his account at the time required; but shall attach thereto a statement of the vouchers wanting, and shall forward them by the earliest opportunity possible, noting upon each the date of the account in which the expenditure was shown.

Vouchers wanting.

92. When the balance as shown in the account differs from that certified by the bank, the Imprestee shall indorse on the bank certificate a list of the unrepresented cheques representing such difference.

Bank certificate, and unrepresented cheques.

93. When an imprest is issued for any special or occasional service, the Imprestee shall repay to the Public Account any balance unexpended as soon as the service is completed.

Balance to be repaid on completion of service. Receipts for passages, &c., on certain forms.

94. Officers travelling on the public service must provide themselves with forms of receipt, to be obtained from the Storekeeper, and must take receipts thereon for passages by steamers, coach-fares, horse-, cart-, and boat-hire, and every similar petty expense exceeding five shillings in amount.

95. Any person travelling on the public service, who is not in the receipt of salary or allowances, shall be allowed such travelling expenses as he shall certify to have actually incurred, and as shall be approved, in the case of members attending Parliament, by the Speaker of the Chamber of which he is a member, and in all other cases by the Minister of the Department authorizing the service; and shall support his claim by such vouchers only as the Speakers or Minister may require.

96. All salary and allowances payable to an Imprestee must be drawn from the Treasury direct in the ordinary way, and must not be paid out of his imprests, except in the case of officers electing to draw the daily allowance for travelling expenses authorized by the Civil Service Regulations or by the Minister of his department.

Imprestee not to pay his salary out of his imprests.

97. All Imprestees' accounts shall, as soon as they are received in the Treasury, be forwarded for notation to the Audit Office, which is expressly forbidden to pass any payment for salary or allowances to any Imprestee whose accounts are not received at the time required. (See section 79 of "The Public Revenues Act, 1878.")

Accounts and vouchers to be sent to Audit Office for notation when received.

98. Where imprests are issued to Commissioners or other persons not in the receipt of salary or allowances on the public service, such persons are required to account for the same in the manner set forth in these Regulations; and the Audit Office shall allow credit in their accounts for such sums only as shall be so accounted for and supported by such vouchers. This Regulation shall apply equally to members of Parliament when travelling upon other than their parliamentary duties.

Imprests to Commissioners.

99. The Audit Office shall, immediately after such notation, return the accounts and vouchers to the Treasury, whence the vouchers will be distributed to the several Departments for authorization.

To be sent to Departments for authorization.

100. As soon as authorized, the vouchers shall be returned to the Treasury, and it shall be the duty of the Under-Secretary for each Department, or other officer appointed to authorize vouchers, to forward to the Treasury every Monday morning a schedule of all vouchers which have remained in the Department unauthorized for fourteen days, stating the reasons for the delay in each case.

When authorized, to be returned to Treasury.

Authorized vouchers to be sent by Treasury to Audit. Imprestee debtor to Crown.

101. The Treasury shall send the authorized vouchers as soon as received to the Audit Office for examination; and, when passed, they shall be returned to the Treasury for entry to the credit of the Imprestee.

102. Every Imprestee is a debtor to the Crown for all moneys imprested to him for which he has not received credit in the manner above provided.

TRANSFERS.

Vouchers for transfer.

103. Vouchers for the transfer of expenditure from one vote or account to another are to be forwarded by the Department claiming credit to the Department whose votes are to be charged. Such vouchers must be in the abstract form in the *Thirteenth* Schedule hereto, and must be approved and completed in every respect as if the claim had to be paid out of the Public Account.

To be sent to the Treasury, and audited before entry.

104. When approved the vouchers must be sent to the Treasury, whence, if the proposed transfers are agreed to, they will be forwarded to the Audit Office for examination prior to being entered in the Treasury books.

IV. POST OFFICE ACCOUNTS.

Moneys received by Postmasters to be paid to Post Office Account, And paid to Public Account by Postmaster-General.

105. All moneys paid to or by Postmasters are to be paid into the Post Office Account, and accounted for under the regulations and instructions for the time being in force for the management of the Post Office, subject, so far as relates to the receipt and payment of public moneys, to the approval of the Treasury.

All revenues so received by Postmasters will be accounted for to the Treasury and paid over to the Public Account by the Postmaster-General at such times as the Treasury directs.

Foregoing regulations to apply to Post Office.

Subject to this Regulation, and when not inconsistent therewith, Parts I., II., and III. of these Regulations shall apply to all officers in the service of the Post Office.

V. RAILWAY ACCOUNTS.

Railway regulations to apply to moneys in the Railway Department. Foregoing regulations to apply to railways.

106. The receipts and payments in the Department of the Working Railways are to be dealt with in accordance with the regulations and instructions for the time being in force for the management of the railways, subject, so far as relates to the receipt and payment of public moneys, to the approval of the Treasury.

Subject to this Regulation, and when not inconsistent therewith, Parts I., II., and III. of these Regulations shall apply to all persons in the service of the Railway Department.

SCHEDULES.

FIRST SCHEDULE.

RECEIVER'S RECEIPT.

RECEIVED from the sum of pounds shillings and pence, being
 Place: , 18 .
 Date: , 18 .
 Signature:
 Official designation of Receiver:
 £ : :
 First Form.—Receiver's Receipt.] [Regulation 14.

SECOND SCHEDULE.

BANK RECEIPT.—PUBLIC ACCOUNT.

RECEIVED into the Bank of New Zealand at , by the hands of , the sum of pounds shillings and pence, to be placed to the credit of the Public Account.
 Dated this day of , 18 .
 For the Bank of New Zealand,
 Signature:
 £ : :
 Second Form.—Bank Receipt. Public Account.] [Regulation 20.

THIRD SCHEDULE.

RECEIVER'S CASH-BOOK.

CASH-BOOK of [official designation of Receiver], at , for the Period ended Saturday, the day of , 18 .

Date.	Receipts.			Payments to Public Account.	
	Departmental Classification.			No. of Bank Receipt.	Amount.
	£ s. d.	£ s. d.	£ s. d.		£ s. d.

I do solemnly and sincerely declare that the above is a correct copy of my Cash-book for the period above named, and is a true and complete account of all moneys received by me as , and of all moneys paid by me into the Public Account during the same period. And I make this solemn declaration conscientiously believing the same to be true.

Signature :
Official designation of Receiver :

This declaration was made and signed in my presence at , on this day of , 18 .

Signature of witness :
Description :

Third Form.—Receiver's Cash-book.]

[Regulations 20 and 22.

FOURTH SCHEDULE.
DEPOSIT RECEIPT.

RECEIVED from , by way of deposit on account of , the sum of pounds shillings and pence.

Place :
Date : , 18 .

Signature :
Official designation of Receiver :

The above deposit has been returned to me this day.

£ : :
Fourth Form.—Deposit Receipt.]

Signature :
Date :
[Regulation 28.

FIFTH SCHEDULE.
BANK RECEIPT.—DEPOSIT ACCOUNT.

RECEIVED into the Bank of New Zealand at , by the hands of , the sum of pounds shillings and pence, to be placed to the credit of "Deposit Account of [official designation of Receiver]." Dated this , day of , 18 .

For the Bank of New Zealand,
Signature :

£ : :
Fifth Form.—Bank Receipt. Deposit Account.]

[Regulation 28.

SIXTH SCHEDULE.
BANK RECEIPT.—RECEIVER-GENERAL'S DEPOSIT ACCOUNT.

RECEIVED into the Bank of New Zealand at , by the hands of , the sum of pounds shillings and pence, to be placed to the credit of the Receiver-General's Deposit Account at Wellington. Dated this , day of , 18 .

For the Bank of New Zealand,
Signature :

£ : :
Sixth Form.—Bank Receipt. Receiver-General's Deposit Account.]

[Regulation 33.

SEVENTH SCHEDULE.
DEPOSIT CASH-BOOK.

DEPOSIT CASH-BOOK of [official designation of officer], at , for the Period ended Saturday, the day of , 18 .

Date.	Particulars of Deposits Received.	No. of Bank Receipt.	Amounts.		Daily Totals.	Date.	Particulars of Deposits Withdrawn.	No. of Deposit Receipt.	Amounts.		Daily Totals.
			£ s. d.	£ s. d.					£ s. d.	£ s. d.	
	Totals ...						Totals ...				
	Balance in Bank on						Balance in Bank on				
	Totals ...						Totals ...				

I do solemnly and sincerely declare that the above is a correct copy of my Deposit Cash-book for the period above named, and is a true and complete account of all deposits received by me as , and paid into the Deposit Account, and refunded to depositors or otherwise disposed of, during the same period. And I make this solemn declaration conscientiously believing the same to be true.

Signature :
Official designation :

This declaration was made and signed in my presence at , on the day of , 18 .
Signature of witness :
Description :

I hereby certify that the sum standing to the credit of the Deposit Account, in the name of Mr. , in the Bank of New Zealand at , at the close of business on the day of , 18 , was pounds shillings and pence.

For the Bank of New Zealand,
Signature :

£ : :
Seventh Form.—Deposit Cash-book.]

[Regulation 36

EIGHTH SCHEDULE.

DEPOSITS.—STATEMENT IN DETAIL.

STATEMENT in Detail of the Deposits in custody of _____, on Saturday, the _____ day of _____, 18__.

Date of Deposit.	Name of Depositor.	In Cheque, Draft, or Cash.	Amount.	
			£ s. d.	£ s. d.
		Total ...		

I certify that the above is a true statement of the deposits in my custody on the day above named.

Signature: _____

Official designation: _____

Eighth Form.—Deposits. Statement in detail.]

[Regulation 47.

NINTH SCHEDULE.

LAW TRUST CASH-BOOK.

LAW TRUST CASH-BOOK of [official designation of officer], at _____, for the Period ended Saturday, the _____ day of _____, 18__.

Receipts.						Disbursements.						
Date of Receipt.	No of Case.	Title of Cause.	No. of Receipt Voucher.*	Amount Received.	Payments to Bank.	Date of Payment.	No. of Case.	Title of Cause.	Date when Amount Received.	No. of Payment Voucher.	No. of Cheque.	Amount Paid.
				£ s. d.	£ s. d.							£ s. d.

* This voucher must be a copy of the receipt given by the accounting officer, certified by the depositor to be a true copy.

I do solemnly and sincerely declare that the above is a correct copy of my Cash-book for the period above named, and is a true and complete account of all law trust moneys received and disbursed by me as _____, of _____, during the same period. And I make this solemn declaration conscientiously believing the same to be true.

This declaration was made and signed in my presence at _____, on the _____ day of _____, 18__.

Signature: _____
Official designation: _____

Signature of witness: _____
Description: _____

I hereby certify that at the close of business on the _____, day of _____, 18__, the balance in the Bank of New Zealand standing at the credit of the Law Trust Account in the name of _____, as at _____, amounted to _____ pounds _____ shillings and _____ pence.

For the Bank of New Zealand,

£ : : _____

Signature: _____

Ninth Form.—Law Trust Cash-book.]

[Regulation 48.

TENTH SCHEDULE.

RECEIPT FOR LAW TRUST MONEYS PAID INTO COURT.

No. _____ Court. _____
Date: _____, 18__.
RECEIVED from _____ the sum of _____ pounds _____ shillings and _____ pence, being amount paid into Court in the case of _____ v. _____

Signature: _____
Official designation: _____

£ : : _____
Tenth Form.—Receipt for Law Trust Moneys paid into Court.]

[Regulation 48.

ELEVENTH SCHEDULE.

RECEIPT FOR LAW TRUST MONEYS PAID OUT OF COURT.

No. _____ Court. _____
Date: _____, 18__.
RECEIVED from [officer's name and designation] the sum of _____ pounds _____ shillings and _____ pence, being amount paid into Court _____, 18__, in the case of _____ v. _____

Signature: _____

Eleventh Form.—Receipt for Law Trust Moneys paid out of Court.]

[Regulation 51.

TWELFTH SCHEDULE.

ABSTRACT OF SALARIES.

, NEW ZEALAND.

ABSTRACT and Acquittance of Salary of Department, from the to the , 18 , inclusive.

Payable by cheques to be drawn on the Bank of New Zealand at

Treasury	No. of Item.	Office held.	Name of Officer.	Date.		Rate.	Amount of Salary.	Amount to be paid to Government Insurance Office.	Amount payable to Officer.	No. of Cheque.	I, the undersigned, do hereby acknowledge to have received from the Paymaster-General the sum opposite my name, being in full payment of my salary for the period specified in this Abstract.	Date of Payment.
				From	To							
Abstract received in Wellington Voucher No.							£ s. d.	£ s. d.	£ s. d.			
			Provisionally certified:									
			To be charged to Vote No.									
						Total, £						

I certify that the individual named in the above Abstract actually employed in the situation and during the period specified opposite name of each respectively.

Signature of Officer authorized to certify:

Thirteenth Form.—Abstract of Salaries.]

[Regulations 56 and 78.

THIRTEENTH SCHEDULE.

ABSTRACT OF CONTINGENCIES.

ABSTRACT received in Wellington

, New Zealand.

Treasury Voucher No.

The New Zealand Government, Department } or Service }

Departmental No.

Dr. to

No. of Authority.	Date of Service or Supply.	Particulars in full.	Sub-Voucher No.	Amount.
	18 .			£ s. d.

Signature of Claimant:

Total.....£

Address of Claimant:

* I certify that, to the best of my knowledge and belief, the foregoing account is true and correct in every particular; that the charge reasonable; and that

Signature of Officer authorized to certify:

To be charged to Vote No. , Item No. (Approval Stamp.)

NOTE.—The space enclosed by a line is to be left open for numbers to be filled in in the Treasury.

Entered in folio

, Under-Secretary.

RECEIVED from the Paymaster-General, by cheque No. , on , countersigned this day of , 18 , by , Esquire, the sum of pounds shillings and pence sterling, in full payment of the above account.

Fourteenth Form.—Abstract of Contingencies.]

[Regulations 40, 56, and 80.

* NOTE.—Officers employed in the Public Service are required to alter the certificate as occasion may require, before signing it, taking care that it is so worded as to afford assurance that the conditions upon which in each case the payment of the claim depends have been completed and satisfactorily fulfilled, thus:—

When the expenditure is incurred under a contract, it should be certified "that the charge is according to contract, and that the service has been satisfactorily performed."

In claims for supplies, add, "The supplies have been duly delivered, and are entered in my Departmental Property or Stores for Issue Return for the ending , 18 ."

In claims for food or presents to Natives, add, "The supplies have been delivered to the Natives for whom they were obtained."

In claims for travelling expenses, insert, "I was travelling on the Public Service during the period for which the claim is made."

In claims for forage, erase the whole certificate, and insert, "I certify that I actually kept a horse for the Public Service during the period for which the claim is made."

In claims for any other service, add, "The service has been duly performed."

FOURTEENTH SCHEDULE.
REGISTER OF CLAIMS RECEIVED.

Accounts Received for Approval.						How Disposed of.				
Depart- mental No.	Date of Receipt of Account.	Name of Claimant.	Particulars of Claim.	Date of Service or Supply.	Amount of Abstract.	Approved for Payment or Credit.	Date of Approval.	How Charged.		Remarks.
								Vote.	Item.	
					£ s. d.	£ s. d.				

Fifteenth Form.—Register of Claims received.]

[Regulation 53.

FIFTEENTH SCHEDULE.
ORDERS FOR PAYMENT TO AGENTS.

Special Authority.
NEW ZEALAND.
Not Transferable.

Date: , 18 .

I HEREBY authorize Mr. (whose signature appears in the margin) to obtain the counter-
signature of a cheque of the Paymaster-General for the sum of payable to me, and to sign
on my behalf a receipt for that amount.

Signature: .

Sixteenth Form.—Special Authority for Payment to an Agent.]

[Regulation 63.

General Authority.
NEW ZEALAND.
Not Transferable.

Date: .

I HEREBY authorize Mr. (whose signature appears in the margin) to obtain the counter-
signature of the proper officer to cheques of the Paymaster-General for all sums from time to time
payable to me, and to sign on my behalf receipts for the same.

Signature: .

Sixteenth (a) Form.—General Authority for Payment
to an Agent.]

[Regulation 63.

SIXTEENTH SCHEDULE.
FLY RECEIPT.

NEW ZEALAND.

Voucher No. .

Date: , 18 .

I HEREBY acknowledge to have received from the Paymaster-General, by cheque No. , counter-
signed this day of , 18 , the sum of pounds shillings and pence
sterling, being .

Signature: .

Seventeenth Form.—Fly Receipt.]

[Regulation 67.

SEVENTEENTH SCHEDULE.
REQUISITION FOR IMPREST ADVANCE.

Departmental No. .

Treasury Voucher No. .
, New Zealand,

Date: , 18 .

The Department, Wellington.

REQUIRED the sum of pounds shillings and pence sterling, as an advance for
. To be transmitted through the Bank of New Zealand at
(Approval Stamp)

Signature: .

Official designation: .

Station: .

£ : :
To be charged to Advances Miscellaneous.
Vote .

, New Zealand,

Date: , 18 .

I hereby acknowledge to have received from the Paymaster-General, through the Bank of New
Zealand at (by cheque No.), the sum of pounds shillings and pence
sterling, being an advance for the purpose above stated: and for the expenditure of which sum I under-
take to furnish to the Paymaster-General true and satisfactory accounts and vouchers.

Signature of Imprestee: .

Eighteenth Form.—Requisition for Imprest Advance.]

[Regulation 87.

EIGHTEENTH SCHEDULE.

IMPRESTEE'S ACCOUNT.

, in account with the New Zealand Government, for the week ended , 18 .

<i>Dr.</i>	£ s. d.		£ s. d.	<i>Cr.</i>
To Balance from account for week ended		By Expenditure—		
To Cash from Paymaster-General ...		As per Schedule indorsed ...		
(Specify the several remittances, and state date of receipt of each) ...		By Refund to Public Account,—		
		Per bank receipt attached ...		
		By Balance per bank certificate	£ : :	
		Less outstanding cheques	£ : :	
		By Balance to next week's Account		
			£	

I hereby certify that the above is a true and accurate statement of my Imprest Account for the period above mentioned.

Signature :
Official designation and station :

[Endorsement on the above.]
SCHEDULE OF ACCOUNTS PAID.

No. of Voucher.	To Whom Paid.	Particulars.	Date of Service. or Supply.	Amount.
				£ s. d.
			Total ...	

Expenditure for which vouchers are not attached must be shown separately.
Nineteenth Form.—Imprestee's Account.]

[Regulation 90.

Direct Steam Service.

General Post Office, Wellington, 6th April, 1883.

THE following particulars relating to the Direct Steam Service are published for general information. Attention is directed to the fact that the tenders are receivable up to the 30th instant, and that they may be lodged at Wellington with the Hon. the Postmaster-General, as well as at the office of the Agent-General for New Zealand, London.

W. GRAY,
Secretary.

PARTICULARS AND CONDITIONS OF CONTRACT.

THE Government of New Zealand are prepared to receive tenders for the performance of a direct steam service between London (calling at Plymouth) and New Zealand, once each way in every calendar month, for a period of three years from the commencement of the service. This period to be reckoned from the departure of the first ship from the Port of London, and to apply to the dates of the departures of the ships. The homeward voyage may commence later than the month in which the first ship sails from London, according to a date to be named in the tender.

The service to be performed will be the conveyance of passengers, emigrants, mails, and cargo, as hereinafter respectively mentioned.

Not less than five ships are to be provided, each being a good, substantial, and efficient screw steamship of the first class, and fully equal to Class 100 A1, Lloyd's Register, and of not less gross registered tonnage than 3,000 tons, propelled by first-rate engines of adequate power for a continuous speed so as to perform the service within the time hereinafter specified, and having spar-decks, and proper capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, and with a minimum height in every part between decks of 7 feet; and each ship is to be under the command of a competent captain, having due experience in the command of screw steamships.

Each ship is to be furnished with all necessary machinery, tackle, &c., and to be subject to the approval of the Government before being employed.

Each ship is to be examined in dry dock on behalf of the Government if emigrants are to be conveyed.

The Government are to have full power to inspect the ships, officers, and crew, and object to or suspend the use of any ship which may not be satisfactory to them, or to prevent the employment of any officer, engineer, or crew appearing to them to be ineligible.

The chief officer, as well as the captain, must have a master's certificate.

The amount of subsidy required in full payment for all services, &c., stipulated for in the contract, except the payments hereinafter mentioned, is to be stated in the tender.

The one twenty-fourth part of the subsidy will be paid by the Government on the completion of each service to or from the colony. That payable in respect of the outward service will be paid by the Postmaster-General at Wellington, and that payable for the homeward service will be paid by the Agent-General in London.

If a ship shall not be at the port of departure on the date fixed in each month, and ready and in all respects properly fitted to perform the service, a sum of £100 and a further sum of £100 per day for each noon that may intervene before the ship is so ready and fitted may be deducted from the subsidy by the Government as liquidated and ascertained damages; but the Government may remit or reduce the amount if satisfied that the default shall have arisen from causes over which the Contractors had no control.

The service from London to New Zealand is to be performed round the Cape, and the service from New Zealand to London *via* the Straits of Magellan, or round Cape Horn, calling at St. Vincent. Each way the service is to be performed within 1,200 hours, except that the outward service may be performed in 1,300 hours, if so stipulated in the accepted tender; the time to be reckoned according to the time occupied in performing the service between the Port of Plymouth and the port in New Zealand to be selected from time to time as hereinafter mentioned by the Contractors as the port of arrival or port of departure there, as the case may be.

The Contractors are to have the option for each voyage of selecting, as the port of arrival or the port of departure in New Zealand, either of the Ports of Auckland, Wellington, Lyttelton, or Port Chalmers, and will be at liberty, before departure on the homeward service, or after arrival on the outward service, to call at any or other of the said ports, thirty days' notice being given previous to the departure of the vessel, both to the Agent-General in London and the Postmaster-General in Wellington, of the port selected as the port of arrival or the port of departure, as the case may be, and of the other ports intended to be called at, and on what days.

The ships will not be allowed, in performing the service, to touch at any port other than those aforesaid, unless from unavoidable circumstances.

If any service be not performed within the period of time contracted for, the sum of £100 will be deducted from the one twenty-fourth part of the subsidy payable in respect of such service; and if the time occupied in performing any service be twenty-four hours in excess of the number of hours contracted for, a further deduction will be made at the rate of £4 per hour in respect of such excess, which deductions respectively, however, the Government may remit or reduce if satisfied that the delay shall have arisen from causes over which the Contractors had no control.

A bonus of £5 will be paid by the Government for every hour by which any service shall be performed before the contract-time.

Any deductions as aforesaid are not to relieve the Contractors from liability for default, or to affect the right of the Government to determine the contract.

The Contractors will not be required to pay pilotage, tonnage, lighthouse, or harbour dues in New Zealand.

AS TO THE CONVEYANCE, ETC., OF PASSENGERS.

The tender must state the maximum rates to be charged to second-cabin, third-cabin, and steerage passengers who pay their own fares respectively to New Zealand, and no higher rates respectively for such passengers will be permitted. Such sum is to be per statute adult, and is to include proper cabin or berth accommodation, and proper dietary and other supplies for such passengers respectively (such dietary and supplies for third-cabin and steerage passengers not being less in quantities and quality than for Government emigrants), from the date fixed for the vessel's departure until the time of her discharge in the passengers' respective ports of destination in New Zealand.

Children under one year of age at the time of embarkation, who accompany such passengers, are to be conveyed and dieted free of charge.

Second-cabin passengers are to be allowed not less than 25 cubic feet of luggage, and third-cabin and steerage passengers not less than 15 cubic feet of luggage, per statute adult, free of charge, paying for any excess at the rate of 2s. 6d. per cubic foot.

The said rates are to include the taking on board and the landing of such passengers and their luggage.

In a ship which carries Government emigrants, passengers paying their own fares may not be berthed in that portion of the between-decks reserved for the emigrants without special permission in writing from the Agent-General, and steerage passengers, not being Government emigrants, may not be taken in the ship unless approved in like manner, and all passengers to whom such permission shall be granted will be required to sign an undertaking to conform to the regulations established by the Government.

AS TO THE CONVEYANCE, ETC., OF EMIGRANTS.

The Government do not undertake to send any emigrants by any ship, or, if any shall be sent guarantee any particular number; but all emigrants which the Government shall deem it convenient to send from the United Kingdom to the colony by the ships of the Contractors are to be conveyed by any ship as they may require.

The Government are not, however, to require less than 150 nor more than 300 statute adults to be conveyed in any one ship, unless by agreement with the Contractors.

Each ship is to be provided with the necessary quantities of provisions and other articles and things to enable the stipulations hereinafter contained to be observed and complied with, and also with all necessary and sufficient provisions and stores for the officers and crew, and of not inferior quality to that of the like articles provided for the emigrants, besides what may be required for any other passengers, if any.

Each ship is to be fitted and provided with sufficient scuttles, deck-lights, and ventilation; also with proper bed-places, seats, tables, water-closets, urinals, and shoots, hospitals and dispensary, issuing-room, &c.; pump and hose for drawing water from the hold; cooking apparatus, oven, baking troughs, and other requisites for baking bread, to the satisfaction of the Government; also with the articles mentioned in the Schedules marked A, B, C, D, and E, hereunto annexed, and with whatever else the Government may deem necessary for the cleanliness of the ship, and the convenience and safety of the emigrants. The fittings of the ship are to be approved by the Government.

Notwithstanding the provisions of "The Passengers Act, 1855," a space of 18 clear superficial feet, at the least, of deck is to be calculated and allowed for the use of each statute adult, including the space allotted for hospitals. The space between decks is to be divided for emigrants into three compartments only—that is to say, for single men, married couples, and single women; and there is to be at least one separate hatchway and ladderway from each compartment to the upper deck.

An issuing-room of such dimensions and in such part of the ship as shall be approved by the Government is to be provided, but not on the passenger-deck, from which room the provisions are to be issued daily to the emigrants as hereinafter provided. The issuing-room is to be fitted with counter, scales and weights, and all other requisites, to the satisfaction of the Government.

Three separate hospitals are to be provided—one for men, one for women and children, and one for single women—which are to be of the form and dimensions, and placed in such positions, and to be furnished with such bedding and requisites, as shall be required by the Government. Bath-rooms, with baths and proper appliances for obtaining a sufficient supply of water, are to be provided for use by women and children, to the satisfaction in all respects of the Government. A bath-room, or requisite appliance for bathing, is also to be provided for use by men.

The Contractors are, at their own expense, and to the satisfaction of the Government, to provide and fit up an apparatus for distilling fresh from salt water, of a size calculated to supply not less than 500 gallons of water in twenty-four hours, and to be approved on behalf of the Government; and to provide a person competent to manage such apparatus, and to keep the same working throughout every day at the ship's expense so long as there shall be any emigrants on board, and to make all issues of water to the emigrants, as far as practicable, from the water so distilled.

No gunpowder, hides, or any commodity likely, in the opinion of the Government, by reason of its nature, quality, or quantity, to be detrimental to the safety or health of the emigrants, is to be taken as cargo or otherwise. Such gunpowder as may be necessary for the ship's use is to be properly stowed in a place of security. Rail, bar, hoop, and pig iron are not to be taken in quantities exceeding one-fourth of the ship's register tonnage, nor salt in quantities exceeding one-tenth of such tonnage. The cargo, of whatever kind, is to be stowed to the satisfaction of the Government if emigrants are carried.

Fourteen days prior to the day fixed for the ship to sail from London the Government will furnish in writing a list of the numbers and ages of the emigrants expected to embark, according to which list the Contractors are to proceed to fit up the ship, and the Government will not be liable to make any payment in respect of any person who shall not actually embark as an emigrant, notwithstanding such person may have been included in any list furnished by the Government, except that if the short shipment exceeds ten statute adults the Government will pay one moiety of the passage-money which would have been payable for each statute adult above ten short shipped.

Each ship is to be ready to be fitted fourteen days before the day fixed for the ship to sail from London, and the ship is to be fitted in the Port of London, and to the satisfaction of the Government.

All the fittings are to be completed, the cargo, provisions, and water shipped and stowed away—space being left in an approved part of the ship for the emigrants' baggage, as hereinafter provided—the 'tween-decks cleared, and the ship in all respects ready for the reception of emigrants at the Port of Plymouth, six hours before noon of the day fixed for the ship to leave Plymouth, after which time no other cargo may be shipped, and a certificate of the ship having been so ready is to be obtained by the Contractors from an officer to be appointed by the Government for that purpose to that effect. The emigrants are then to be taken on board with their baggage by the Contractors, and the victualling of them is to commence, the Government being allowed until six hours after such noon of such day to provide emigrants; and the ship is to proceed to sea on the completion of the embarkation, or as soon afterwards as the state of the weather will permit.

In the event of the ship not being ready for the reception of emigrants, as before described, of which the Government will be the sole judge, the Government may provide the surgeon, matron, and emigrants with board and lodging on shore, until all preparations shall be completed to the satisfaction of the Government, the expense of which will be deducted from the sum payable for the passage of the emigrants.

The Contractors, or some person duly authorized by them, are to provide, fill in, sign, and issue all contracts required to be given to emigrants by the law for the time being in force relating to emigrants.

The Contractors are to provide an emigrants' steward, whose duty it will be to issue to the emigrants daily the provisions and water to which they will be entitled according to the under-written dietary scale.

The Contractors are to provide, for the exclusive use of the emigrants, a competent baker and a cook, and such an additional cook, if any, as required by "The Passengers Act, 1855," and to be approved respectively by the Government.

The Government will appoint a surgeon to each ship, who is to be provided with a separate cabin, properly fitted up to the satisfaction of the Government, and a first-class passage, with 40 cubical feet of space in the hold for luggage, and to be provided with one bottle of ale daily, and three bottles of wine weekly, for his personal consumption, or the Contractors may agree with the surgeon to give him a sum of money instead of wine or ale.

The Contractors are to provide a competent person, approved of by the Government, to assist the officer appointed by the Government in the embarkation, to put the emigrants into their proper berths, to see that efficient provision is made for victualling them, and generally to do whatever is necessary for the comfort and convenience of the emigrants, and to remain on board until the ship is cleared for sea. The person so provided will be required to see that the arrangements for messing the emigrants are properly understood and acted upon, both by the officer charged with the serving-out of the provisions and the emigrants' cooks, as well as by the emigrants themselves, and generally to do what may be necessary for the establishment of order and regularity in these respects. These arrangements for the messing and general management of the emigrants, as well as all others which concern their convenience and comfort, must be completed to the satisfaction of the Government before the ship sails.

Full rations, according to the scale mentioned in Schedule A, are to be issued during the voyage, and until the emigrants are landed at their respective ports of destination in New Zealand, to each male and female emigrant of twelve years of age and upwards, and half rations to children of one year and under twelve years of age. The water and all articles of food are to be of the best quality, and are to be shipped in not less quantities than mentioned in the same Schedule, and are to be in sweet and good condition when issued for the use of the emigrants.

Children between one and twelve years of age are to receive preserved meat instead of salt meat every day; and, in addition to the articles to which they will be entitled by the scale in Schedule A, a further allowance as set forth in Schedule B. Children under one year of age are to receive the rations specified for them in Schedule B, which are to be shipped in not less quantities than therein mentioned. To infants under four months old such nutriment is to be issued as the surgeon may consider necessary. All or any of the children are to be messed separately if and so long as the surgeon shall during the voyage so require.

While in any port in the United Kingdom or in New Zealand, or in any other port into which the vessel may put before completing the voyage, and for two days after leaving it, and while any of the emigrants remain on board in their respective ports of disembarkation, the Contractors will be required to issue two-thirds of a pound of fresh meat, one and a half pounds of soft bread, and one pound of potatoes per statute adult daily, with a suitable supply of vegetables, in lieu of other rations, except tea, coffee, sugar, and butter. Children between one and twelve years of age, in addition to the rations provided for in this scale, are to have a pint of fresh milk daily. Children under one year and above four months of age are to have the same rations as detailed in Schedule B, substituting fresh milk for preserved; and children under four months of age are to have such nutriment as the surgeon may consider necessary.

An additional quart of water, in excess of the quantity provided by the dietary scale, is to be issued to each statute adult daily while the ship is within the tropics. An additional quart of water is also to be issued daily for the use of each person sick in the hospital if the surgeon shall so order. These quantities to be net, exclusive of the water required for cooking the provisions which the Passengers Act requires to be served in a cooked state. Proper arrangements are to be made for the efficient cooking of these provisions, and for the distribution of them among the emigrants at the stated hours for meals. The slush is not to be the perquisite of the cook, but to be reserved for the use of the emigrants.

The Government are to be at liberty at any time to alter the scale of rations set forth in Schedules A and B, on giving three months' previous notice in writing to the Contractors; and if by reason of

such alteration the quantity of rations to be supplied by the Contractors shall be diminished, then a proportionate reduction upon the rates stipulated to be paid for the conveyance of emigrants is to be made; and if, on the other hand, such supply shall be increased, the extra cost of such increased supply will be paid by the Government to the Contractors, in addition to the rates stipulated to be paid for the conveyance of emigrants as aforesaid.

Medical comforts, according to the scale set forth in Schedule C, are to be placed on board. A list of these articles, signed by the Contractors or their agent, is to be supplied to the Government.

Medicine and other articles, according to the annexed Schedule D, together with any extra medicines and articles which may be required by any regulations for the time being of the Board of Trade, are to be obtained by the Contractors, and placed on board in some easily accessible position, to be specially approved by the Government, under the charge of the surgeon.

The upper deck, excepting the space occupied by the spare spars and boats, is to be kept quite clear for the use of the emigrants and other passengers, as mentioned in the contract.

A proper space, to be approved by the Government, is to be set apart, free of charge, in the hold of the ship for emigrants' luggage, at the average rate of 15 cubic feet for every statute adult. Luggage beyond the said average of 15 cubic feet may be charged for at a rate not exceeding 2s. 6d. per cubic foot.

The Contractors are to provide in the single-women's compartment an enclosed cabin for a matron, to be appointed by the Government. The matron is to have a free passage, and is to be supplied with her food and one reputed quart bottle of beer daily, in her own compartment, from the captain's table, or the Contractors may agree with her for a sum of money in lieu of such bottle of beer daily.

On arrival at the ports of destination of the emigrants respectively the Contractors, without charge, are to land the emigrants, with their luggage, in such manner as they may be directed to do by the Government Immigration Officer there.

Twenty-four hours are to be allowed at each port in New Zealand for the disembarkation of the emigrants. The Government will pay demurrage at the rate of £100 for every twenty-four hours the ship is detained by the Government beyond such time allowed.

If, however, at the port of disembarkation the ship shall be placed in quarantine, the Government are to be allowed an extra twenty-four hours for the disembarkation or removal of the emigrants, during which time the emigrants are to be victualled as above described at the expense of the Contractors; but if the Government shall require the emigrants to remain in the ship beyond such period, they shall be victualled at the expense of the Government, and demurrage paid as aforesaid.

The prices to be paid by the Government for the conveyance of emigrants are to be at the rate of £15 for each emigrant twelve years of age or upwards on the day of embarkation, and at the rate of £9 for each emigrant twelve months of age and under twelve years of age on such day. One moiety of such rates will be paid within fifteen days after there shall have been deposited with the Agent-General, at his offices in London, the account and certificates mentioned in the contract, and upon his being satisfied that the vessel has finally sailed, and that the conditions have been observed and performed up to that time; and the second moiety thereof fifteen days after there shall have been deposited with the Government Immigration Officer, at the respective ports of arrival, the account and certificates in the contract mentioned; but such second moiety will only be payable in respect of such emigrants as shall be certified to have been landed alive in the colony, and not in respect of any emigrants who may have died or left the ship before her arrival, or who may leave the colony by the same ship. Children under one year of age at the time of embarkation are to be conveyed and dieted free of charge. Any payment which would otherwise become due to the Contractors will be forfeited if they or any person interested in such payment effect or cause to be effected an assurance against mortality resulting from disease upon the lives of any of the emigrants.

If the Government Immigration Officer at the respective ports of destination of the emigrants, or any other officer acting in that capacity, shall report to the Government that the emigrants have not been properly treated during the voyage, or that the stipulations do not appear to have been in all respects duly observed and fulfilled, the Minister for Immigration may thereupon determine and direct what sum of money (if any) not exceeding the sum of £1,000 shall be deducted from the said second moiety of the passage-money, and the same may be deducted and retained accordingly; it being for such purpose assumed that the Government represents in the aggregate all the emigrants who may have been improperly treated, or in respect of whom the said stipulations may not have been duly observed and performed, and that the Government is entitled to compensation accordingly; and this notwithstanding any proceedings which may be taken by any of the emigrants on their own account, and without prejudice thereto, or any compensation having been paid to any of them. If the Contractors shall feel aggrieved by the determination of the Minister, they may apply to a Judge of the Supreme Court of New Zealand to have the same reviewed by him, and if the said Judge or any one of the Judges of the Supreme Court shall think fit to vary or disallow the amount so to be deducted as aforesaid, a deduction from the said second moiety of the passage-money (if any) shall be made according to his decision, which shall be binding and conclusive on all parties concerned.

AS TO THE CONVEYANCE, ETC., OF MAILS.

The mails to be carried will be all such mails as the Postmasters-General of Great Britain and Ireland or of New Zealand, or either of them, may from time to time require the Contractors to carry from any of the ports from which the ships shall respectively depart, or at which the ships shall respectively call; and such mails are to be delivered as directed at the ports of arrival respectively, and at any other ports in New Zealand at which the ships shall call, and if so required mails are to be carried between any of the New Zealand ports which the ships respectively shall enter.

The Contractors are to receive and deliver the mails at and to the shore at convenient places, to be appointed by either of the Postmasters-General in the respective ports.

The ships must be provided with convenient fire-proof and vermin-proof places of deposit for the mails, with locks, keys, and secure fastenings, to be approved by the respective Postmasters-General.

The Contractors are to provide the necessary lights and accommodation for sorting and making up the mails on board, with, if required, a separate and convenient room for the purpose, and must render any assistance required respecting the mails by the officer in charge thereof.

The Postmasters-General are to be at liberty to intrust the custody of the mails to the master or commander of any ship, and in case of the officer in charge of the mails being absent the master or commander is to take them in charge, and the Contractors are to be responsible for the receipt, safe custody, recovery, and delivery of the mails.

All directions of the officers in charge of the mails are to be attended to, so far as the same are reasonable and consistent with the safety of the vessel.

The Contractors are to have no claim for postage.

A suitable first-class accommodation for a mail officer or agent is to be provided on board the ships, and such officers or agents are to be victualled by the Contractors as chief-cabin passengers without charge, and during the time a ship may stay at any port such officers or agents are to be allowed to remain on board, and are to be victualled by the Contractors.

AS TO THE CONVEYANCE, ETC., OF CARGO.

"Cargo," "delivery of cargo," "ordinary deadweight," and "ordinary measurement," are to have the meanings respectively mentioned in the contract.

The Government do not guarantee to send Government cargo by any ship, or, if any be sent, the quantity thereof; but all Government cargo which the Government shall deem it convenient to send from the United Kingdom to the colony by the Contractors' ships is to be conveyed by the Contractors if the ships are so constructed as to be able to receive and to carry the same.

Such Government cargo is to be conveyed and delivered as may be directed at any of the ports in New Zealand at which the ship shall call.

The tender is to state the rates required for the conveyance and delivery of Government cargo, which rates will be paid as follows: One-half on signing and delivering the bills of lading, and the other half on delivery of such cargo at its port of destination. Single pieces of deadweight or measurement of over 3 tons will be taken out of the ship at the cost and risk of the Government.

Each ship is to be fitted with freezing chambers and proper machinery to be approved by the Government, so as to be capable of carrying, on the homeward voyage, fresh meats and dairy produce up to 200 tons of cargo-space.

GENERAL.

The contract, or any part thereof, is not to be assigned or underlet without the consent in writing of the Government.

If the contract be assigned or underlet, or if there be a great or habitual non-performance or non-observance of the contract, and the Government shall be of opinion that the Contractors are not *bonâ fide* carrying out the contract, the Government are to be at liberty to determine it without previous notice, but the Contractors may then require to have submitted to arbitration the question whether or not there was such a great or habitual non-performance or non-observance of the contract as to justify such determination; but the Government are to incur no liability in case such determination be not upheld.

The Government may except from any such determination any voyage or voyages, and the same shall be completed, and ships *en route* are, notwithstanding the determination, to complete their voyage, and in these cases the contract is to be considered as terminated when the service required to be performed, and then being performed, shall have been completed.

The Contractors are to bind themselves to pay to the Government the sum of £10,000 by way of liquidated damages in case they shall fail to commence the service, or, having commenced it, shall willfully refuse or neglect to carry on the same.

The Contractors shall, if required, enter, with two sureties to be approved by the Government, into a joint and several bond in the sum of £10,000, according to the form of bond hereinafter mentioned.

Any disputes which may arise between the Government and the Contractors are to be referred to arbitration.

If hostilities should occur between the United Kingdom of Great Britain and Ireland and any foreign Power during the continuance of the contract, either party may annul the same, subject as in the contract mentioned.

The Contractors are to be represented in London and in New Zealand at all times by themselves or an agent on their behalf, who is to have full powers to act in all matters or things relating to the contract.

The form of contract which the Contractors will be required to enter into has been prepared, and may, together with the form of bond above mentioned, be perused at the office of the Government, No. 7, Westminster Chambers, Victoria Street, Westminster; at the offices of Messrs. John Mackrell and Co., Solicitors in England to the Government, 21, Cannon Street, London, E.C.; or at the offices of the Postmaster-General for New Zealand at Wellington.

These particulars and conditions are intended only as a general guide to the contract, but the tender is to be based on the contract itself, and not on these particulars and conditions.

Tenders are to be made only in the accompanying printed form, and attached to these particulars and conditions, and are to be delivered at the said offices of the Government at Westminster, or at the said offices of the Postmaster-General for New Zealand, on or before noon of Monday, the 30th day of April, 1883, sealed up and indorsed, "Tender for Steam Service."

The tenders will be opened by the Agent-General and the Postmaster-General, respectively, at noon on the said 30th April; and on or before the 31st May following the decision of the Government will be made known to the parties who tender.

The Government do not bind themselves to accept the lowest or any tender, and they reserve to themselves the right to accept a tender subject to ratification by the General Assembly of New Zealand.

SCHEDULE A.

	Beef (a).	Pork (a).	Preserved Meat (b).	Suet.	Butter (c).	Biscuit (d).	Flour (e).		Rice or Oatmeal (f).	Peas.	Potatoes.		Carrots.	Onions (g).	Raisins.	Tea.	Coffee, roasted.	Sugar, raw.	Molasses (West India).	Jam or Marmalade.	Water.
							Raw.	To be issued to baker for bread (ee).			Fresh or	Preserved.									
Sunday	oz. ...	oz. ...	6	3	...	2	11	10	4	pint ...	lb. 1	lb. 1/4	...	...	4	...	...	4	...	2	...
Monday	8	...	...	...	3	2	...	10	4	...	...	...	4	...	...	...	...	4	...	...	...
Tuesday	...	8	...	...	...	2	...	10	4	1/4	...	...	...	...	...	...	...	4	...	...	...
Wednesday	...	8	...	...	3	2	...	10	4	...	1	1/4	...	3	...	...	...	4	...	...	...
Thursday	8	...	3	...	2	11	10	4	4	...	...	...	4	...	4	...	...	4	...	2	...
Friday	...	8	...	...	2	...	10	4	4	...	1	1/4	...	...	...	...	...	4	...	...	...
Saturday	...	8	...	...	3	2	...	10	4	1/4	...	...	...	...	...	...	...	4	...	...	...
Weekly totals	16	16	22	6	9	14	22	70	28	1/2	3	3/4	8	3	8	1 1/2	2	16	8	4	21

Mixed pickles ... 1/4 pint.
 Mustard ... 1/2 oz.
 Limejuice while in tropics ... 6 oz.

Salt ... 2 oz.
 Pepper ... 1/4 oz.

(a) These articles to be of prime and approved quality and description.

(b) No part of this supply to consist of soup and bouilli.

(c) Only 3 oz. of butter per week to be issued to each child.

(d) The biscuit to be extra navy biscuit, and equal to sample furnished. The whole supply for the voyage shall be put on board the ship either in tanks or sound air-tight casks.

(e) The flour to be kiln-dried, and the whole supply for the voyage to be put on board in air-tight casks.

(ee) To be issued to the baker, to be made by him into bread.

(f) Equal weights of rice and oatmeal to be shipped, and the distribution to be made, as far as may be practicable, according to the preference of the passengers respectively.

(g) No onions to be issued to the children.

To provide for the above rations at sea, the following quantities at least of provisions and water are to be shipped for every 100 statute adults, and in the same proportion for any number less than 100 statute adults:—

2,144 lb. beef.
 2,144 lb. pork.
 2,680 lb. preserved meat.
 806 lb. suet.
 1,206 lb. butter.
 1,875 lb. biscuit.
 12,348 lb. flour.
 1,885 lb. rice.
 1,885 lb. oatmeal.
 1,072 pints peas.
 1,608 lb. preserved potatoes.
 1,072 lb. preserved carrots.
 403 lb. preserved onions.

1,072 lb. raisins.
 201 lb. tea.
 268 lb. coffee, roasted.
 2,144 lb. sugar, raw.
 1,072 lb. molasses.
 536 pints mixed pickles.
 67 lb. mustard.
 268 lb. salt.
 34 lb. pepper.
 300 lb. limejuice.
 30 lb. condensed egg, in 1/4-lb. tins.
 13,000 gallons water.

N.B.—The quantities of salt beef and salt pork will have to be reduced and the quantity of preserved meat increased in equal proportion, according to the number of children in each ship. 2 lb. less butter and 4 lb. less onions to be shipped for each child included in the number of statute adults.

SCHEDULE B.

Children between one and twelve years of age are to receive preserved meat instead of salt meat every day; and, in addition to the articles to which they are entitled by the above-written scale, 1 pint of preserved milk and 3 pints of water daily; and 8 oz. of oatmeal, 4 oz. preserved soup, 8 oz. flour, 4 oz. rice, and 10 oz. sugar weekly.

Children above four months and under one year old, 3 pints of water, 1 pint of preserved milk, and 4 oz. preserved soup daily; and 12 oz. white biscuit, 8 oz. oatmeal, 4 oz. sago or arrowroot, 8 oz. flour, 4 oz. rice, and 10 oz. sugar weekly. To infants under four months old such nutriment is to be issued as the surgeon may consider necessary. An additional quart of water is to be issued daily for the use of each person sick in the hospital if the surgeon shall so order.

To provide for the above rations at sea the following net quantities at least are to be shipped for each child:—

30 lb. condensed milk.
 38 lb. oatmeal.
 5 1/2 lb. preserved soup.

10 lb. flour.
 5 lb. rice.
 13 lb. sugar.

And for each infant,

30 lb. condensed milk.
 18 lb. preserved soup.
 1 1/2 lb. extract of meat.
 11 lb. oatmeal.
 3 1/2 lb. sago.

2 lb. arrowroot.
 11 lb. flour.
 5 lb. rice.
 13 lb. sugar.
 16 lb. biscuit, white.

SCHEDULE C.

The subjoined medical comforts are also to be placed on board, in the following proportions to every 100 statute adults. A list of these articles, signed by the captain, is to be supplied to the Agent-General, and they are to be issued by the captain on the requisition of the surgeon, viz. :—

28 lb. Carolina rice.	18 bottles sherry.
20 $\frac{1}{2}$ -lb. packets of best prepared oatmeal grits.	1 gallon gin.
35 lb. West India arrowroot.	1 gallon methylated spirits of wine.
30 lb. Scotch barley.	36 quart bottles port wine.
25 lb. sago.	4 gallons brandy, of finest quality, approved brand.
10 lb. tapioca.	3 gallons whiskey.
50 lb. best preserved meat soup (half of this to consist of Edward's desiccated soup),	1 gallon vinegar.
50 lb. preserved beef tea,	48 dozen imperial pints approved stout.
50 lb. preserved broth,	Malt and hops, or other approved materials for leavening bread.
50 tins of condensed milk,	2 bushels quicklime, in air-tight casks, containing 1 bushel each.
20 lb. preserved chicken broth, in $\frac{1}{4}$ -lb. tins.	3 $\frac{1}{2}$ cwt. best yellow soap.
40 lb. preserved boiled mutton and beef, in 1-lb. and $\frac{1}{2}$ -lb. tins, half and half.	400 lb. loaf sugar.
5 lb. extract of meat.	50 lb. flour.

SCHEDULE D.

LIST OF MEDICINES, ETC., REQUIRED FOR EVERY 100 PASSENGERS.

N.B.—The medicines, &c., are to be procured from the Apothecaries' Hall, or from some duly qualified chemists and druggists, and be approved by the Agent-General. All medicines are to be put in stopper-bottles, and the ointment in tins. All the poisonous articles in are to be legibly marked "poisons." Where more than 16 oz. of an article are required, it is to be supplied in two vessels—one for use and the other for store.

lb.	oz.	dr.		lb.	oz.	dr.		lb.	oz.	dr.	
0	6	0	acid acetic.	0	0	4	ferri sulph.	0	0	4	pil. subchlor. comp.
0	1	0	" carbolic, B.P.	0	6	0	glycerine.	0	1	0	plumbi acetatis.
8	0	0	" " *	0	4	0	" acid tannit.	0	4	0	potassii iodia.
16	0	0	" " **	0	2	0	hydrat. chloral.	0	12	0	pulv. acaciæ gummi.
112	0	0	" " ***	0	1	0	hydrag. cum cretâ.	0	8	0	" aluminis.
0	3	0	" citric.	0	0	4	" subchlorid.	0	0	3	" antimonialis.
0	1	0	" gallic.	1	0	0	lard.	0	1	0	" aromat.
0	2	0	" hydrochlor.	14	0	0	linseed meal.	1	0	0	" astringens.
0	0	8	" hydroceanic dil.	0	8	0	liniment: camph.	0	2	0	" borax.
0	1	8	" nitric.	0	6	0	" opii.	0	1	0	" catechu comp.
0	6	0	" sulphur dil.	2	0	0	liniment: saponis.	0	2	0	" cretæ aromat.
			1 gall. alkaline permanganatis (Condy's preparation).	0	3	0	liquor ammoniæ.				cum opio.
0	1	0	æther.	0	0	1	" atropiæ.	0	2	0	" ipecac.
0	1	0	alumen.	1	0	0	" calcis.	0	2	0	" " co.
0	6	0	ammon. carb.	0	1	0	" morphiæ ace-	0	4	0	" jalapæ co.
1	0	0	amylum.				tatis.	0	1	8	" kino c. opio.
0	1	0	antimon. tart.	0	2	0	" plumbi subacet.	0	0	8	" opii.
0	1	0	argenti nitras.	0	2	0	" potassæ.	0	8	0	" potassæ bicarb.
14	0	0	calx chlorate.	3	0	0	" permang. §	0	6	0	" " nitratiss.
0	2	0	calx (recens) in stop. bottle.	0	4	0	" magnesie carb.	0	6	0	" " tart. acid.
0	6	0	camphor.	14	0	0	" sulph.	0	6	0	" rhei co.
			Charta epispastica (6 sq. feet in case).	3	0	0	mist. sennæ co.	0	1	0	" scammon co.
16	0	0	chloride of zinc (Burnett's solution of).	0	0	4	ol. anethi.	0	3	0	" zingiberis.
0	8	0	chloroform.	0	0	4	" anisi.	0	4	0	quassia.
0	6	0	conf. sennæ.	0	0	2	" croton.	0	1	4	quinæ sulph.
0	8	0	copaiba.	2	0	0	" lini.	0	0	4	santonine.
0	0	2	creosote.	0	1	0	" menth. pip.	0	0	4	saponis dur.
1	0	0	creta præp.	4	0	0	" morrhue.	0	8	0	sennæ fol.
0	1	0	cupri sulph.	1	0	0	" olivæ.	3	0	0	sodæ bicarbonas.
0	1	0	empl. cantharidis.	4	0	0	" ricini.	0	4	0	sp. ætheris.
0	0	8	extr. aloes aquos.	1	0	0	" terebinth.	1	0	0	" " nitrosi.
0	0	4	" belladonna.	0	0	1	" opium.	1	0	0	" ammoniæ arom.
0	2	0	" coloc. comp.	2	0	0	" oxymel scillâ.	0	10	0	" rectific.
0	0	4	" conii.	6	doz.		pil. aloes cum myrrhâ.	3	0	0	sulph. sublimatum.
0	0	4	" hyoscyam.	4	"		" col. co.	0	6	0	syr. ferri iodid.
0	0	4	" opii.	6	"		" col. co. hyosc.	0	0	4	sol. morph. acetat.
0	2	0	ferri et quinæ citr.	3	"		" hydrarg.	0	6	0	tinc. arnica.
				3	"		" chlorid. co.	0	8	0	" camph. co.
				5	"		" ipec. c. scillâ.	1	4	0	" card. co.
				6	"		" quinæ.	0	12	0	" catechu.
				6	"		" rhei co.	0	0	8	" digitalis.
				6	"		" saphon co.	0	6	0	" ergotæ.

The pills to be silvered and packed in stoppered bottles.

* Pale fluid: a mixture containing in each 100 parts not less than 80 parts of carbolic (or phenic) and cresylic acids, and their homologues, and not more than 20 parts of water.

** Crude liquid acid.

*** A powder containing not less than 20 per cent. of pure carbolic or cresylic acid.

§ B.P. or Condy's fluid (crimson).

lb. oz. dr.		lb. oz. dr.		lb. oz. dr.	
0 4 0	tinc. ferri perchloridi.	1 0 0	ung. cetacei.	0 8 0	vinum ipecac.
0 4 0	„ hyoscyam.	0 3 0	„ hydrarg.	0 6 0	brom. potass.
0 4 0	„ kino.	0 1 0	„ „ nit.	0 2 0	zinci. sulphat.
0 6 0	„ opii.	0 1 0	„ „ ox. rub.	1 0 0	lint, best.
1 0 0	„ rhei.	1 0 0	„ resinæ.	2 0 0	tow, common.
0 2 0	„ scillæ.	2 0 0	„ sulphur.	2 0 0	„ fine.
0 8 0	„ sennæ.	0 3 0	„ zinci.	4 0 0	desiccated soup.
0 3 0	„ valerian ammon.	0 1 0	vinum colchici.		5 yds. adhesive plaster.
1 0 0	ung. calaminæ.				

Children's feeding bottles, 12 in number, and 6 spare teats for each.

LIST OF MEDICAL APPARATUS.

1 male syringe	} Two sets for each ship.	500 blank adhesive labels	} One set for each ship.
1 „ „ glass		2 minim measures	
1 female „		1 1-oz. „	
1 „ „ glass		1 2-oz. „	
6 doz. phials (assorted)		1 set splints	
8 „ corks		1 enema syringe and stomach pump	
4 sponges		1 4-oz. syringe	
1 bed-pan		1 bleeding porringer	
1 paper pins		1 pair scissors	
1 hernia truss No. 8, right and left		2 skins leather	
2 papers pill-boxes		1 set copper scales and weights, $\frac{1}{4}$ lb. to $\frac{1}{2}$ oz.	
2 gallipots		1 box small scales and weights	
8 leg and arm bandages		1 iron mortar and pestle	
2 yards calico		2 Wedgwood mortars and pestles	
6 „ flannel		1 „ funnel	
2 flannel bandages, 7 yards long, 6 in. wide		2 spatulas	
2 triangular bandages, base 48 in., sides 33 in. each		1 pill-tile	
4 yards waterproof sheeting		1 2-gallon water filter	
1 yard oiled silk	4 saucepans of different sizes for the exclusive use of the hospital		
2 quires paper for putting up medicine	1 tin bath, 2 feet by 18 inches		
	2 yards silver wire		
	$\frac{1}{2}$ square yard Markwick's spongio piline cotton wool		

SCHEDULE E.

Each Ship is to be furnished with at least—

Two chronometers.	Boats, according to tonnage, 2 fitted with approved lowering apparatus, and 2 life-boats, and 6 life-preservers in each, and compasses in each boat.	Admiralty charts of all the seas the ship is to traverse, and Admiralty charts of the ports and harbours of New Zealand, according to a list which can be obtained at the Office of the Agent-General.
Anchors. 2 of chain; hawsers, &c.	The Commercial Code Signal-Book.	
Lightning-conductor, fitted.	A set of the Commercial Code signal flags.	
Two complete suits of sails, and proper storm-sails.	The latest Commercial Code list of ships.	An approved apparatus for extinguishing fire.

MESS UTENSILS TO BE PUT ON BOARD FOR EVERY SEVEN STATUTE ADULTS.

- 1 Mess-kit, with iron handles, 2 gallons.
- 1 Tin oval dish, with colander and cover, 14 inches long, 8 inches deep.
- 1 Quartern tin for baking bread.
- 1 Half-quartern ditto.
- 1 Bread tub, with wooden hoops and cover.
- 1 Tin pot, holding 3½ pints, with cover, &c., for boiling water.
- 1 Teapot of same size.
- 1 Water-breaker, 3 gallons, or 1 double block-tin water-bottle, with 3 studs for feet.
- 1 Tin mustard-pot.
- 1 Pepper- and salt-cellar.
- 1 Butter-dish, 7 inches by 3 inches deep.
- 3 Sets tin tallies, with wire lanyards, each set numbered from 1 upwards.
- 2 Potato-nets, $\frac{3}{4}$ -inch mesh, holding 10 lb.
- 1 Pudding-bag—canvas.
- 2 Mess towels, 1½ yard long, $\frac{3}{4}$ yard wide.
- 1 Wash-leather.

SMALL STORES.

	No. of Passengers.		
	Under 200.	200 and under 300.	Above 300.
Brooms, birch	27	36	45
Ditto, coir	27	36	45
Mops, handled... ..	18	24	30
Swabs	18	24	30
Scrapers	18	24	30
Hair-brushes, with long handles	18	24	30
Ditto, with short handles	18	24	30
Dust-pans	12	15	18
Scrubbing-brushes	12	15	18
Combined brushes and squeegees	9	12	15
Pails, holding 3 gallons	9	12	15
Shovels	6	6	7
Holystones	57	105	120
Ditto, mounted	9	12	12
Rubbish tubs, with rope buckets	5	6	6
Charcoal—bushels	30	36	42
Coals for cooking for passengers—tons	30	35	40
Ditto (best steam coal) for distilling apparatus—tons	15	20	25
Sand—bushels... ..	1½ tons	2¼ tons	3 tons
Swing stoves	6	7	9
Dry sawdust—bushels	30	45	60

COOKING APPARATUS AND MISCELLANEOUS ARTICLES FOR EACH SHIP.

Cooking hearth, or two cooking hearths, as the case may be, complete with furnaces, ovens, pots, sauce-pans, coppers, steamers, &c., as described in the Emigration Commissioners' list No. 5, May, 1863.

Oven and appurtenances for baking bread.

Kneading trough, with cover, shelves, &c., for use of baker.

One copper hold-pump, with 60 feet of hose, in two lengths, to issue allowance of fresh water from upper deck.

Scuttle butts. Tubs for cook and harness casks.

Two copper pumps for water.

Tarpaulin for each hatchway, large enough to cover the hatchways tent-fashion.

Main-deck and poop awnings, with side screens complete.

Windsails and life-buoys.

Canvas screens for each hatchway.

Price's hexagonal safety candle lanterns, with spring sockets, Emigration Commissioners' pattern:—

- 12 for the first 100 statute adults.
- 1 for every 20 statute adults additional.
- 2 spare plates of glass for each lantern.
- 1 spare spring for each lantern.
- 1 spare padlock for each lantern.

Price's patent stearine sperm candles, as prepared and packed for the Emigration Commissioners' ships:—

- | | | |
|---|--------------------|--|
| 50 of size No. 3, to burn 3 hours | } for each lantern | } Each size to be packed in a separate box, and the number and contents of each box legibly printed thereon. |
| 50 " No. 4, to burn 4 hours | | |
| 50 " No. 5, to burn 5 hours | | |
| 500 " No. 7, to burn 7 hours, for each ship | | |

Three reflector hand-lanterns, to burn *Price's patent candles*, with a proper supply of candles for each. Knives, steel, fish forks and tormentors, ladles, meat-saw, chopper and cleaver, lever knives, grindstone in trough.

3 coffee-mills.

1 rice-sieve, tin, with brass-wire gauze.

1 biscuit-mill, with fly-wheel.

2 sieves for sand, ½-inch mesh.

1 set pewter measures, quart downwards.

1 set tin " "

1 set wood " "

3 tin scoops, assorted sizes.

1 pair flour scales and weights, 14 lb. downwards.

1 set counter balance scales and weights, 4 lb. downwards.

12 extra panes glass for skylights.

6 rope mats, 3 feet x 2 feet.

2 cots for hospitals.

2 nursery lamps, with kettle and pannikin for each.

1 portable water-closet for each hospital, with galvanized iron slop-pail.

2 fire engines complete, with 90 feet delivery-hose for each.

- 100 feet $\frac{3}{4}$ -inch deal boards.
- 100 feet 1-inch „
- 50 feet quartering.
- 10 lb. nails, assorted.
- 1 dozen iron hasps and staples, assorted sizes.
- 6 feet lead piping, each size used for water-closets.
- Solder, resin, and 2 soldering irons.
- 4 square feet 6-lb. lead.
- 6 padlocks, assorted keys.
- 4 thermometers for surgeon.
- 12 plates, painted with Balmaine's illuminating paint.

FORM OF TENDER FOR STEAM SERVICE TO NEW ZEALAND.

To Her Majesty the Queen in right of Her Colony of New Zealand, and to the Agent-General for the time being for New Zealand, on behalf of the Government of that Colony.

7, Westminster Chambers, Westminster.

hereby offer to provide a regular service of steamships between London, calling at Plymouth, and New Zealand, for the conveyance of, and to convey passengers, emigrants, mails, and cargo once each way in every calendar month for a period of three years, commencing in the month of next, in accordance with, and subject to, the terms and conditions contained in the form of contract referred to in the annexed particulars and conditions, and to provide for such purpose not less than five ships, at the following subsidy and rates, that is to say:—

For a subsidy at the rate per annum,—

* If both voyages shall be performed in 1,200 hours each, of £

* If the outward voyage shall be performed in 1,300 hours, and the homeward in 1,200 hours, of £ , as you may elect and determine.

For Government emigrants, including provisions, &c., according to the Schedules annexed to the said particulars and conditions, the following rates:—

For each emigrant 12 years of age or upwards, £15; and for each emigrant 12 months of age and under 12 years of age, £9.

For passengers paying their own fares, per statute adult, including provisions, &c., not exceeding the following rates:—

Second-cabin passengers, £

Third-cabin and steerage passengers, £

All children under one year of age to be conveyed free.

For Government cargo as defined in the contract—

Ordinary dead weight, per ton,

Ordinary measurement, per ton,

The first homeward voyage, however, not to commence until the month of , the subsidy being proportionately reduced.

And in case the said Agent-General shall accept this tender undertake and agree forthwith upon his request to execute a contract according to the said form of contract, and to the terms of this tender, and further undertake and agree upon the like request to execute, together with two sureties, to be approved by him, a bond according to the form of bond referred to in the annexed particulars and conditions.

This tender is to be open for acceptance, either definitely or conditionally, as mentioned in the contract, up to and including the 31st May next.

Dated this day of , 1883.

Name or names in full:

Private and business address or addresses:

Qualification:

Names, addresses, and qualifications of two referees for each of the persons signing the tender to be added below.

* Strike out the alternative subsidy if so preferred.

MEMORANDUM BY THE AGENT-GENERAL.

STATISTICS RELATING TO PASSENGERS AND FREIGHT TO AND FROM THE UNITED KINGDOM. PASSENGERS.

The number of ships and passengers for the years 1875-80, distinguishing Government emigrants from the passengers paying the cost of their own passages, was as follows:—

From the United Kingdom to New Zealand.

Year.	Number of Ships.	Government Emigrants.	Paying Passengers.	Total.
1875	150	18,324	3,444	21,768
1876	148	8,242	2,890	11,132
1877	112	5,298	2,337	7,635
1878	145	6,580	2,629	9,209
1879	161	10,311	6,424	16,735
1880	113	2,689	5,825	8,514
1881	125	103	3,404	3,507

From New Zealand to the United Kingdom.

Year.	Number of Ships.	Paying Passengers.
1875	57	799
1876	61	1,110
1877	70	991
1878	84	838
1879	95	657
1880	144	683
1881	145	669

In 1881 the following passengers were carried by the three regular lines of sailing ships between the United Kingdom and New Zealand:—

1. *New Zealand Shipping Company's Line.*

This Company carried, in the outward voyages of 54 ships aggregating 51,000 tons, 171 saloon passengers, 151 second cabin, and 203 steerage (exclusive of Government immigrants); or altogether 525 passengers of all classes. This number was much below the average of the five years 1877–81, which was 234 saloon, 276 second cabin, and 788 steerage, paying their own passage, or close on 1,300 of all classes; while in 1879 the number had been exceptionally large, amounting to (equal to) 2,900 adults. The number of passengers homeward, on the other hand, has always been small; in 1881 there were only 136 saloon, 28 second cabin, and 115 steerage.

2. *Shaw, Savill, and Co.'s Line.*

This line carried in the outward voyages of 57 ships, aggregating 55,859 tons, 168 saloon, 201 second cabin, and 676 steerage (exclusive of Government immigrants); or altogether 1,045 of all classes. The number of homeward passengers was small.

3. *Albion Company's Line.*

This line carried in 9 ships, aggregating 9,400 tons, 49 saloon passengers, 70 second cabin, and 187 steerage (exclusive of Government immigrants). This was (as in the case of the New Zealand Shipping Company) less than the average of the five years 1877–81, which amounted to 88 in the saloon, 24 in the second cabin, and 342 in the steerage. On the homeward voyages the Albion ships had 45 saloon passengers, and 51 steerage; the average of the same five years being 35 in the saloon, 7 in the second cabin, and 72 in the steerage.

4. *Summary of the Three Lines.*

Adding together the outward passengers by all three lines for 1881, it will be seen that these were—

	Saloon.	2nd Cabin.	Steerage.
New Zealand Shipping Company	171	151	203
Shaw, Savill and Co.	168	201	676
Albion Company	49	70	187
	388	422	1,066

or altogether 1,876 passengers of all classes who paid their own passages.

In 1882 the New Zealand Shipping Company sent out 63 ships aggregating 56,438 tons, and carrying 1,465 passengers, of whom 726 (statute adults) were steerage passengers paying their own fares, exclusive of Government emigrants.

Shaw, Savill and Co. sent out 66 ships aggregating 61,533 tons, and carrying 1,722 passengers (statute adults), of whom 769 (statute adults) were steerage paying their own fares.

The Albion Company sent out 11 ships aggregating 11,923 tons, and carrying 643 passengers, of whom 575 (statute adults) were steerage paying their own fares.

Thus in 1882 the three lines together sent out 140 ships, aggregating 129,914 tons and carrying 3,830 passengers, of whom 2,070 were steerage passengers paying their own fares. The total number of these steerage passengers therefore increased from 1,066 in 1881 to 2,070 in 1882.

FREIGHT.

STATISTICS relating to Exports and Imports to and from New Zealand and the United Kingdom.

IMPORTS TO NEW ZEALAND.				EXPORTS FROM NEW ZEALAND.			
Year.	Number of Ships.	Totals from all Countries.	From United Kingdom.	Year.	Number of Ships.	Totals to all Countries.	To United Kingdom.
		£	£			£	£
1875	150	8,029,172	5,103,610	1875	57	5,828,627	4,227,760
1876	148	6,905,171	4,451,269	1876	61	5,673,465	4,533,389
1877	112	6,973,418	4,115,544	1877	70	6,327,472	5,321,499
1878	145	8,755,663	5,333,170	1878	84	6,015,700	4,727,242
1879	161	8,374,585	5,302,823	1879	95	5,743,126	4,171,915
1880	113	6,162,011	3,479,217	1880	144	6,352,692	4,767,068
1881	125	7,457,045	4,530,316	1881	141	6,060,866	4,475,681

Quantity of wool exported from 1st October, 1881, to 30th September, 1882, 64,402,812 lb.
 „ wheat exported from 1st January, 1882, to 30th September, 1882, 2,511,753 bushels.
 „ tallow exported from 1st January, 1882, to 30th September, 1882, 4,327 tons.
 „ frozen meat exported from 1st January, 1882, to 30th September, 1882, 11,412 cwt.
 Number of hides exported from 1st January, 1882, to 30th September, 1882, 11,675.

The following statistics, respecting freights, relate to the three regular lines of sailing ships between the United Kingdom and New Zealand:—

The New Zealand Shipping Company took out in 1881 a total of 83,854 tons of goods, of which about 6,500 tons were fine goods; their average of fine goods for the five years 1877–81 was 6,750 tons. Rates of freight were from 25s. to 45s. per ton, the average net freight earned being between 27s. and 28s., but large shipments of salt, cement, deals, &c., had always to be carried at nominal prices. Freight on wool by their ships during the past few years has been ¾d. for washed and ½d. for greasy; the rate for wheat has lately averaged 45s. a ton of 20 cwt., though, during one season it was carried as low as 26s. On tallow, preserved meats, gum, &c., freights have ranged from 40s. up to 60s. a ton.

Shaw, Savill, and Co. took out in 1881 a total of 87,296 tons, at an average freight of from 27s. to 30s. for measurement, and 25s. for weight; about 4,000 tons were fine goods; and freights home for wool and wheat were about the same as the New Zealand Shipping Company, the two lines really dividing the London trade.

The Albion Company took out in 1881 a total of 13,324 tons, including 1,875 tons of fine goods, being about 1,000 tons over the average of the five years 1877–81. The rates were from 20s. to 30s. for weight, 20s. to 35s. measurement, and about 40s. for fine goods.

Taking the cargo sent out by the three lines in 1881, the total outward freight was nearly 185,000 tons.

FINE GOODS.

In looking at the prospects of a direct Steam Service to New Zealand, the amount of fine goods capable of bearing steam freights is of course a material point. The value of the drapery goods shipped from the United Kingdom to Auckland, Wellington, Canterbury, and Otago direct, during the three years 1879–81, was as follows:—

1879 (to New Zealand)	...	...	...	...	£1,243,840
1880	„	...	...	...	935,130
1881	„	...	...	...	1,220,790
For the three years				...	£3,399,760

or an average of about £1,130,000 a year. Comparing this with the value of drapery goods shipped in the same years to New South Wales, Victoria, and South Australia, these are the figures:—

1879 (to Australia)	...	...	...	...	£4,785,660
1880	„	...	...	...	5,497,430
1881	„	...	...	...	6,641,880
For the three years				...	£16,924,970

or an average of about £5,600,000 a year, the increase being at the rate of about a million sterling each year. Of this total of nearly £17,000,000, for 1881, South Australia took £2,500,000, New South Wales, £6,800,000, and Victoria, £7,500,000.

Two firms alone sent close on 700 tons of fine goods in 1881, by steam, *via* Australia to the single port of Dunedin, at the following freights: In one case the highest rate by Orient ships was 100s., and average 93s.; by P. and O. ships 95s., and average 76s.; and by other steamers at an average of over 70s.; the average all round being over 82s. per ton, besides primage of 5 per cent., payable in London, or 10 per cent. in the colony. In the other case, the highest rate by P. and O. was 90s., and by the Orient 100s., besides primage of 10 per cent. The Orient ships were able to get the best freights all through the season, because they made shorter time to Dunedin. The same two firms also sent nearly 4,000 tons of soft goods by sailing ships.

New Zealand Government Offices,
 7, Westminster Chambers, London, S. W.
 15th February, 1883.

F. D. BELL,
 Agent-General.

THIS CONTRACT, made the _____ day of _____, one thousand eight hundred and eighty-three, between Sir FRANCIS DILLON BELL, Knight Commander of the Most Distinguished Order of St. Michael and St. George, the Agent-General for the Colony of New Zealand, for and on behalf of Her MAJESTY the QUEEN, of the one part, and (hereinafter designated "the Contractors") of the other part, witnesseth that, for the considerations hereinafter appearing, the said Sir Francis Dillon Bell, for and on behalf of Her Majesty the Queen, and in order to bind the Government of the said colony so far as the covenants hereinafter contained are to be observed and performed by Her Majesty, her heirs and successors, doth covenant with the Contractors, their executors, and administrators, and the Contractors, so far as the covenants hereinafter contained are to be observed and performed by them for themselves, their heirs, executors, and administrators, do, and each of them separately for himself, his heirs, executors, and administrators, doth, covenant with Her Majesty the Queen, her heirs and successors, in manner following, that is to say,—

1. In the construction of this contract the following words and expressions shall mean and include (unless such meaning shall be inconsistent with the context) as follows: "The Government" means Her Majesty the Queen, her heirs and successors, as represented by and acting by means of Her

Majesty's Government in the said colony. "The Agent-General" means the Agent-General for the time being of the said colony, or any person authorized by him in writing to act on his behalf. "Contractors" includes the executors and administrators, and, if the Government shall consent to an assignment of this contract, the assigns of the Contractors. "Hours" means hours calculated according to Greenwich time. "Emigrants" means any passengers or persons who may be sent out or be emigrating to New Zealand under the provisions of any regulations or authority in force for the time being relating to the conduct of emigration to New Zealand, and for the purposes of "The Passengers Act, 1855," means the same as "passengers." "Statute adult" has the same meaning as in "The Passengers Act, 1855." "Postmasters-General" means the Postmaster-General of Great Britain and Ireland, and the Postmaster-General for the time being of the Colony of New Zealand. "Postmaster-General" means one of such Postmasters-General, according to the context. "Mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns, and all other articles transmissible by post, without regard either to the place to which they may be addressed or to that in which they may have originated; also all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office service. "Mail" means the aggregate of mails transmitted at any one time by any of the ships for the time being employed in the service under this contract. "Cargo" means any goods, chattels, wares, or merchandise of any kind or description soever, except live animals sent or intended to be sent by the Agent-General or otherwise on behalf of the Government to New Zealand. "Delivery of cargo" means delivery of cargo at the ship's slings or side according to the custom of the port. "Ordinary deadweight" means such weight as in no single piece weighs or measures over three tons. "Ordinary measurement" means and includes all goods usually taken by measurement.

2. Whenever under this contract any act is required to be done, or any power or authority exercised in the United Kingdom by or on behalf of the Government, it may be done or exercised by the Agent-General, and whenever any act or thing is required to be done, or any power or authority exercised in New Zealand by or on behalf of the Government, it may be done or exercised by the Governor of New Zealand for the time being, or the member of the Executive Council of that colony for the time being administering the Immigration Department (hereinafter designated "the Minister"), or by such other person or persons as such Governor or Minister may from time to time appoint.

3. The Contractors shall and will from time to time, and at all times hereafter during the period during which this contract is to be performed, provide and keep seaworthy, and in complete repair and readiness, a sufficient number of, and not less than five, good, substantial, and efficient screw steamships of the first class, and fully equal to Class 100 A1, Lloyd's Register, and of not less gross register-tonnage than three thousand tons each, constructed of iron, and propelled by first-rate engines of adequate power for a continuous speed so as to perform the voyages hereinafter mentioned within the time [*or times] hereinafter [*respectively] specified, and having spar decks and proper capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, and with a minimum height in every part between decks of 7 feet.

4. The ships to be employed under this contract shall be of the capacity aforesaid, and shall, except as hereinafter provided, be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said ships, and rendering them constantly efficient for travelling at the continuous speed aforesaid, and for the services hereby agreed to be performed; and also manned and provided with competent and legally-qualified officers (the master or commander having due experience in the command of screw steamships, and the chief officer, as well as the master or commander, having a master's certificate), and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men; the ship's engines, equipments, and capacity to be in all respects subject in the first instance, and at all times afterwards, to the approval of the Government, or of such person or persons as they shall at any time or times, or from time to time, authorize to inspect and examine the same, and no ship shall be employed or used for the purposes of this contract until approved as aforesaid: Provided nevertheless, and it is hereby declared, that the Contractors, so long as they shall perform the said services within the times and in the manner hereinafter provided, shall not be required to keep more than four of the said ships actually employed in the said services, and furnished with stores, fuel, and provisions, and manned and provided with officers, engineers, and crew, as hereinbefore provided for, but may from time to time, and for such length of time as they shall think fit, cause any one of the said ships to be laid up; but the ship, including its machinery and engines, which shall be so laid up shall, if in complete repair at the time when it is laid up, be kept in complete repair; and, if the same or its machinery or engines shall be out of repair, shall with all due diligence be put in complete repair, and be thenceforth kept in complete repair; and the ship so laid up, being with its machinery and engines when laid up in, or after it and its machinery and engines shall have been put into, complete repair, as hereinbefore mentioned, shall at all times thereafter while laid up be kept in such a state and condition that, upon being furnished with stores, fuel, and provisions, and being manned and provided with officers, engineers, and crew, as hereinbefore provided for, it would thereupon be in readiness for performing the said services, and efficient for travelling at the speed hereinbefore mentioned.

5. The Government shall have full power, whenever and as often as they may deem it requisite by any of their qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the ships, including any ship so laid up as hereinbefore mentioned, employed or to be employed in the performance of this contract, and to survey all or any of such ships and the hulls thereof, and the machinery, engines, apparel, furniture, stores, tackle, boats, and equipments of every such ship, and for the purposes aforesaid the said ships shall (if necessary) be opened in their hulls whenever the said officers or agents may so require; and if, on any such inspection, any such officers, engineers, or

* Omit if both voyages to be performed in the 1,200 hours.

crew shall be declared ineligible, the officers, engineers, or crew so declared ineligible shall not be employed in the said services, or if, on any such survey, any such ship or any part thereof, or any machinery, engines, apparel, furniture, stores, tackle, boats, or equipments, shall be declared to have any defect or deficiency, or to be unseaworthy, or not adapted for the said services, the defect or deficiency shall be forthwith repaired or supplied by the Contractors, and the ship, machinery, engines, apparel, furniture, stores, tackle, boats, or equipments shall not be employed in carrying out this contract until such defect, deficiency, unseaworthiness, or want of adaptation for the said services has been repaired, supplied, or corrected to the satisfaction of the Government, or such officers or agents as aforesaid.

6. The Contractors will convey the passengers, emigrants, mails, and cargo hereinafter mentioned by such steamships as are hereinbefore described, one of such steamships leaving London for New Zealand and another New Zealand for London (each calling at Plymouth) once in every calendar month for a period of three years, to be computed from the day on which the first of such ships shall leave London for New Zealand. The first ship from London for New Zealand is to leave London on the _____ day of _____, but the first ship from New Zealand for London may however leave New Zealand on the _____ day of _____. Each outward voyage shall be made round the Cape of Good Hope, and each homeward voyage through the Straits of Magellan or round Cape Horn. The ships on each homeward voyage shall call at St. Vincent. [*Each voyage shall be performed and completed within one thousand two hundred hours.] [*Each outward voyage shall be performed and completed in one thousand three hundred hours, and each homeward voyage shall be performed and completed in one thousand two hundred hours]; and such number of hours shall be reckoned according to the time which shall be occupied in performing and completing each voyage outwards between the Port of Plymouth and the port in New Zealand which may be selected as hereinafter mentioned as the port of arrival there, and homewards between the port in New Zealand which may be selected as hereinafter mentioned as the port of departure there and the Port of Plymouth.

7. The Contractors shall have the option on each voyage of selecting as the port of arrival in, or the port of departure from, New Zealand any of the ports of Auckland, Wellington, Lyttelton, or Port Chalmers, and the ships will be at liberty before departure on the homeward service, or after arrival on the outward service, to call at all or any other of such ports. The Contractors shall from time to time give thirty days' notice, previous to the departure of the ship, both to the Agent-General in London and the Postmaster-General at Wellington, of the port selected as the port of arrival or of departure, as the case may be, and of the other ports at, and the days on, which it is intended the ship shall call.

The dates in each month for the departure of the ships from London, Plymouth, and New Zealand respectively shall be from time to time fixed by arrangement between the Contractors and the Agent-General, and shall be publicly announced by the Contractors at least one calendar month before the days respectively fixed; and the ships will not be allowed, while performing the service, to touch at any port other than those aforesaid unless from unavoidable circumstances.

8. If from any cause whatsoever, at any time or times, one of the said ships, or any other vessel which the Government shall think fit to sanction being employed for the service, shall not be at the Port of London or at the port in New Zealand which shall be selected as the port of departure there, in due time to be ready to leave, or shall not leave, by noon on the day which may be announced for the departure of the ship, the Contractors shall pay to the Government as and by way of liquidated damages in respect of each such default the sum of one hundred pounds, and the further sum of one hundred pounds for every noon which shall intervene between the noon of the day announced for the departure of the ship and the time at which the ship shall leave the port; but such damages shall not be payable in respect of any delay which shall be occasioned by order of the Postmasters-General or either of them. If, from any cause whatsoever, at any time or times, three noons shall pass after the noon of the day announced for the departure of any ship without the ship being at the port of departure and ready to leave, the Government may forward passengers, emigrants, mails, and cargo, or some or one of them, by any other ship or ships, as the Government may think fit; and the Contractors shall forthwith upon demand pay or recoup to the Government or to the intending passengers all costs, charges, and expenses respectively incurred by them in consequence thereof beyond the sums which would have been payable by the Government or such passengers respectively under or according to this contract.

9. If, from any cause whatsoever, at any time or times hereafter, any voyage shall not be performed and completed within the period of time contracted for, the Contractors shall pay to the Government as and by way of liquidated damages in respect of each such default the sum of one hundred pounds, and if the time which shall be occupied in performing and completing the voyage shall be twenty-four hours in excess of the number of hours contracted for, a further sum at the rate of four pounds per hour in respect of such excess.

Provided always that the Government shall have power to remit or reduce any of the sums payable as aforesaid if they shall be satisfied that any such default as aforesaid shall have arisen from causes over which the Contractors had no control.

10. In consideration of the services hereinbefore and hereinafter contracted to be performed by or on behalf of the Contractors, the Government will pay to the Contractors a sum or subsidy of _____ pounds in respect of every outward voyage, and of _____ pounds in respect of every homeward voyage; and if the Contractor shall complete any voyage or voyages in less than the number of hours contracted for the additional sum of five pounds for every entire hour less than such number.

11. The subsidy (including such additional sum as aforesaid, if any) payable in respect of each outward voyage shall be payable by the Postmaster-General of New Zealand, on behalf of the Government at Wellington, to the Contractors, or to an agent appointed by the Contractors to

* Omit one of these paragraphs according to what tender may be accepted.

receive the same, immediately after the completion of each outward voyage, and the subsidy (including such additional sum as aforesaid, if any) payable in respect of each homeward voyage shall be payable by the Agent-General, at the offices of the Government in London or Westminster, to the Contractors, or to an agent appointed by the Contractors to receive the same, immediately after the completion of each homeward voyage. The sums herein mentioned to be payable to the Contractors shall be in full satisfaction for all services rendered, and all acts, matters, and things made, done, provided, and supplied under or in pursuance of this contract, except such in respect whereof a payment either by the Government or other persons is hereinafter expressly provided for.

12. During the continuance of this contract, and so long as the same shall be faithfully carried out, the Contractors will not be required to pay pilotage, tonnage, lighthouse, or harbour dues in New Zealand for any of the ships employed or laid up, but kept in readiness, as hereinbefore provided for, to be employed in carrying out this contract.

AS TO THE CONVEYANCE, ETC., OF PASSENGERS.

13. The Contractors shall convey from London and Plymouth respectively to New Zealand, and properly diet and otherwise provide for all such cabin and steerage passengers as may desire to go by any of the ships, on payment of their own fares respectively, and at rates or charges for second-cabin, third-cabin, and steerage passengers, not exceeding the following per statute adult, that is to say,—

For each second-cabin passenger (including proper cabin accommodation) at the rate or charge of pounds; and for each third-cabin passenger (including proper cabin accommodation) or steerage passenger (including proper berth accommodation), at the rate or charge of pounds.

The said rates or charges respectively shall include proper dietary and other supplies (such dietary and supplies for third-cabin and steerage passengers not being less in quantities and quality than for emigrants) from the date fixed for the ship's departure from London and Plymouth respectively until the time of her discharge in the port of destination in New Zealand of each passenger respectively.

14. The Contractors shall also convey, diet, and otherwise provide for, free of charge, all children under one year of age at the time of embarkation who shall accompany any of such passengers. Second-cabin passengers, equal to a statute adult, shall be allowed, free of charge, not less than 25 cubic feet of luggage; and third-cabin and steerage passengers, equal to a statute adult, shall be allowed, free of charge, not less than 15 cubic feet of luggage, and any further quantity of luggage respectively, on payment of two shillings and sixpence per foot cube.

15. If the Contractors shall at any time demand and receive from any second-cabin, third-cabin, or steerage passenger or passengers rates or charges exceeding those hereinbefore mentioned, or shall provide for him, her, or them dietary or other supplies inferior in quantity or quality to such as are hereinbefore mentioned, the Contractors will pay to the Government the amount by which the sum or sums so received by the Contractors from such passenger or passengers shall exceed the said rates or charges, and the difference in value between the dietary or supplies actually provided and dietary and supplies such as are hereinbefore mentioned.

16. The said rates or charges respectively shall include the taking on board and the landing of the said passengers and their luggage.

17. In the event of any emigrants being conveyed in the same ship, passengers paying their own fares shall not be berthed in that portion of the between-decks reserved for Government emigrants without special permission in writing from the Agent-General; and steerage passengers not sent out by the Government shall not be taken in the ship without a similar permission. All passengers to whom such permission shall be granted will be required to sign an undertaking to conform to the regulations from time to time established by the Government as hereinafter mentioned.

AS TO THE CONVEYANCE, ETC., OF EMIGRANTS.

18. The Government do not undertake to send any emigrants under this contract, or, if any shall be sent, guarantee any particular number, but all emigrants whom the Agent-General shall deem it convenient to send from the United Kingdom to New Zealand by the ships of the Contractors are to be conveyed by any ship as he may require, and be properly dieted and otherwise provided for by and at the cost of the Contractors. He is not to require less than one hundred and fifty nor more than three hundred statute adults to be conveyed by any one ship unless by agreement with the Contractors.

19. During every voyage the boats, with all requisite gear, masts, sails, &c., shall always be kept ready for immediate use. The Contractors shall be responsible for the conduct, acts, and defaults of the master, officers, crew, baker, and cooks of the ship, but not for those of the surgeon.

20. Each ship shall, at the cost of the Contractors, be provided with the necessary quantities of provisions and other articles and things to enable the stipulations hereinafter contained to be observed and complied with, and also with all necessary and sufficient provisions and stores for the officers and crew, and of not inferior quality to that of the like articles provided for the emigrants, besides what may be required for any other passengers, if any.

21. Each ship shall be fitted and provided with sufficient scuttles, decks, lights, and ventilation; also with proper bed-places, seats, tables, water-closets, urinals, and shoots, hospitals and dispensary, issuing-room, &c., pump and hose for drawing water from the hold, cooking apparatus, oven, baking-troughs, and other requisites for baking bread, to the satisfaction of the Government; also with the articles mentioned in the Schedules marked A, B, C, D, and E hereunto annexed, and with whatever else the Government may deem necessary for the cleanliness of the ship and the convenience and safety of the emigrants. The fittings of the ship are also to be to the satisfaction of the Government.

22. Notwithstanding the provisions of "The Passengers Act, 1855," a space of 18 clear superficial feet at the least of deck shall be calculated and allowed for the use of each statute adult, including the space allotted for hospitals. The space between decks shall be divided for emigrants into three compartments only, that is to say, for single men, married couples, and single women; and there shall be at least one separate hatchway and ladderway from each compartment to the upper deck.

23. An issuing-room of such dimensions and in such part of the ship as shall from time to time be approved by the Government shall be provided, but not on the passenger-deck, from which room the provisions shall be issued daily to the emigrants as hereinafter provided, and such issuing-room shall be fitted with counter, scales, and weights, and all other requisites, to the satisfaction of the Government.

24. Three separate hospitals shall be provided—one for men, one for women and children, and one for single women, which shall be of the form and dimensions, and placed in such positions respectively, and furnished with such bedding and requisites, as shall be required by the Government. Bath-rooms with baths and proper appliances for obtaining a sufficient supply of water shall be provided for use by women and children, to the satisfaction in all respects of the Government. A bath-room or requisite appliances for bathing shall also be provided for use by men.

25. The Contractors shall, at their expense, and to the satisfaction of the Government, provide and fit up an apparatus for distilling fresh from salt water, of a size calculated to supply not less than 500 gallons of water in twenty-four hours, and to be approved on behalf of the Government, and shall provide a person competent to manage such apparatus, and shall keep the same working throughout every day at the ship's expense so long as there are any emigrants on board, and shall make all issues of water to the emigrants as far as practicable from the water so distilled.

26. No gunpowder, hides, or any commodity likely, in the opinion of the Government, by reason of its nature, quality, or quantity to be detrimental to the safety or health of the emigrants, shall be taken as cargo or otherwise. Such gunpowder as may be necessary for the ship's use shall be properly stowed in a place of security. Rail, bar, hoop, and pig iron shall not be taken in quantities exceeding one-fourth of the ship's register tonnage, nor salt in quantities exceeding one-tenth of such tonnage. The cargo, of whatever kind, shall be stowed to the satisfaction of the Government if emigrants shall be conveyed in the ship.

27. The Government shall, fourteen days prior to the day fixed for the ship to sail from London, furnish in writing to the Contractors a list of the number and ages of the emigrants expected to embark, according to which list the Contractors shall proceed to fit up the ship, and the Government shall not be liable to make any payment in respect of any person who shall not actually embark and proceed as a passenger, notwithstanding such person may have been included in any list furnished by the Government, except that, if more than ten of the emigrants mentioned in such list shall not embark and proceed as passengers, the Government shall pay to the Contractors one moiety of the passage-moneys which would have been otherwise payable as hereinafter mentioned in respect of such emigrants in excess of the said number of ten who shall not embark and proceed as passengers.

28. Each ship shall be ready to be fitted fourteen days before the day fixed for the ship to sail from London, and the ship shall be fitted in the Port of London, and to the satisfaction of the Government.

29. All the fittings shall be completed, the cargo, provisions, and water shipped and stowed away—space being left in an approved part of the ship for the emigrants' baggage, as hereinafter provided—the 'tween decks cleared, and the ship in all respects ready for the reception of emigrants at the Port of Plymouth six hours before noon of the day fixed for the ship to leave Plymouth, after which time no other cargo shall be shipped. The emigrants shall then be taken on board, with their baggage, by the Contractors, and the victualling of them shall commence, the Government being allowed until six hours after the noon of such day to provide emigrants, and the ship shall proceed to sea immediately after the completion of the embarkation, or as soon afterwards as the state of the weather will permit. The Contractors shall obtain from an officer, to be appointed by the Government for that purpose, a certificate to the following effect: "I hereby certify that the fittings of the ship [Insert name] were complete, and that the vessel was in all respects ready for the reception of her emigrants six hours before noon of the day of , 188 ."

30. In the event of the ship not being ready for the reception of emigrants as before described, of which the Government shall be the sole judge, the Government may, in their discretion, provide the surgeon, matron, and emigrants with board and lodging on shore until all preparations shall have been completed to the satisfaction of the Government, the expenses of which will be deducted from the sum payable for the passage-money of the emigrants.

31. The Contractors, or some person duly authorized by them, shall provide, fill in, sign, and issue all contracts required to be given to emigrants by the law for the time being in force relating to emigrants.

32. The Contractors shall provide an emigrants' steward, whose duty it shall be to issue to the emigrants daily the provisions and water to which they are entitled according to the dietary scale. Schedules A and B (Particulars and Conditions of Contract).

33. The Contractors shall also provide for the exclusive use of the emigrants a competent baker and a cook, and such an additional cook, if any, as required by "The Passengers Act, 1855."

The emigrants' steward, baker, and cook or cooks shall be approved respectively by the Government.

34. The Government shall appoint a surgeon to each ship, who shall be an officer of the ship and be borne on the articles. Instructions shall be issued to him as respects the Government emigrants, and the Contractors shall stipulate expressly with and obtain an undertaking from the captain that those instructions shall be respected and carried out. The surgeon shall be provided by the Contractors with a separate cabin properly fitted up to the satisfaction of the Government, and a first-class passage, with 40 cubical feet of space in the hold for luggage, and shall be provided with one bottle of ale daily and three bottles of wine weekly for his personal consumption, or the Contractors may agree with the surgeon to give him a sum of money instead of wine or ale.

35. The Government will issue instructions to the captain as respects the Government emigrants, and an undertaking in accordance therewith shall be taken by the Contractors from him that they will be faithfully observed.

36. The Contractors shall, at their own expense, provide a competent person, approved of by the

Government, to assist the officer appointed by the Government in the embarkation, to put the emigrants into their proper berths, to see that efficient provision is made for victualling them, and generally to do whatever is necessary for the comfort and convenience of the emigrants, and he shall remain on board until the ship is cleared for sea. He shall see that the arrangements for messing the emigrants are properly understood and acted upon both by the officer charged with the serving-out of the provisions and the emigrants' cooks, as well as by the emigrants themselves, and shall do generally what is necessary for the establishment of order and regularity in these respects. These arrangements for the messing and general management of the emigrants, as well as all others which concern their convenience and comfort, shall be completed to the satisfaction of the Government before the ship sails from Plymouth.

37. When the Government shall have signified their approval with regard to the matters referred to in the preceding section, and with the general equipment of the ship, such ship shall proceed with all possible despatch to her destination, and shall not touch at any intermediate port, except from urgent necessity.

38. Full rations according to the scale mentioned in Schedule A shall be issued during the voyage, and until the immigrants are landed at their respective ports of destination in New Zealand to each male and female passenger of twelve years of age and upwards, and half rations to children of one year and under twelve years of age. The water and all articles of food shall be of the best quality, and shall be shipped in not less quantities than mentioned in the same schedule, and shall be in sweet and good condition when issued for the use of the emigrants.

39. Children between one and twelve years of age shall receive preserved meat instead of salt meat every day, and, in addition to the articles to which they are entitled by the scale in Schedule A, a further allowance as set forth in Schedule B. Children under one year of age shall receive the rations specified for them in Schedule B, which shall be shipped in not less quantities than therein mentioned. To infants under four months old such nutriment shall be issued as the surgeon may consider necessary. All or any of the children shall be messed separately if and so long as the surgeon shall during the voyage so require.

40. While in any port of the United Kingdom or in New Zealand, or in any other port into which the vessel may put before completing the voyage, and for two days after leaving it, and while any of the emigrants remain on board in their respective ports of destination, the Contractors shall issue daily two-thirds of a pound of fresh meat, one and a half pounds of soft bread, and one pound of potatoes per statute adult, with a suitable supply of vegetables, in lieu of other rations, except tea, coffee, sugar, and butter. Children between one and twelve years of age, in addition to the rations provided for in this scale, shall have a pint of fresh milk daily. Children under one year and above four months of age shall have the same rations as detailed in Schedule B, substituting fresh milk for preserved, and children under four months of age shall have such nutriment as the surgeon may consider necessary.

41. An additional quart of water in excess of the quantity provided by the dietary scale shall be issued to each statute adult daily while the ship is within the tropics. An additional quart of water shall also be issued daily for the use of each person sick in the hospital if the surgeon shall so order. These quantities to be net, exclusive of the water required for cooking the provisions which the Passengers Act requires to be served in a cooked state. Proper arrangements are to be made for the efficient cooking of these provisions, and for the distribution of them among the emigrants at the stated hours for meals. The slush shall not be the perquisite of the cook, but shall be reserved for the use of the emigrants, and divided amongst them at the discretion of the surgeon.

42. Provided that the Government may at any time alter the scale of rations set forth in Schedules A and B, on giving three months' previous notice in writing to the Contractors; and if by reason of such alteration the quantity of rations to be supplied by the Contractors shall be diminished, then a proportionate reduction upon the rates stipulated to be paid for the conveyance of emigrants shall be made; and if, on the other hand, such supply shall be increased, the extra cost of such increased supply shall be paid by the Government to the Contractors in addition to the rates stipulated to be paid for the conveyance of emigrants as aforesaid.

43. Medical comforts according to the scale set forth in Schedule C shall be placed on board. A list of these articles, signed by the Contractors or their agent, shall be supplied to the Government, and they shall be issued by the captain on the requisition of the surgeon.

44. Medicine and other articles according to the annexed Schedule D, together with any extra medicines and articles which may be required by any regulations for the time being of the Board of Trade, shall be obtained by the Contractors and placed on board in some easily accessible position, to be specially approved by the Government under the charge of the surgeon.

45. The emigrants shall not be molested either on crossing the line or at any other time, and they shall be properly treated in every respect by the master, officers, and crew of the vessel. The master shall strictly prohibit and prevent on the part of the crew and officers any communication with the female emigrants, and a special clause embodying these stipulations shall be inserted in the ship's articles. The master shall himself abstain from all improper and unnecessary communication with the female passengers, and he shall attend to all practicable suggestions of the surgeon calculated to promote the health and comfort of the emigrants. The master and officers shall not, directly or indirectly, sell or permit to be sold to the emigrants any article except tobacco, and this only with the sanction of the surgeon.

46. The upper deck, excepting the space occupied by the spare spars and boats, shall be kept quite clear for the use of the emigrants and other passengers. The single women shall have such portion of the upper deck set apart for their exercise as shall be approved by the Agent-General, and shall not be permitted when on deck to go to any other part of the ship, and no sail-making or sail-mending is to be permitted during the voyage in the portion thus set apart.

47. A proper space, to be approved by the Government, shall be set apart, free of charge, in the hold of the ship for emigrants' luggage, at the average rate of 15 cubic feet for every statute adult. Luggage beyond the said average of 15 cubic feet may be charged for at a rate not exceeding two

shillings and six pence per cubic foot. The master shall cause such luggage as is marked "Wanted on the voyage," and required by any of the emigrants, to be brought out of the hold every third or fourth week for the exchange of articles.

48. The Government shall cause constables and others to be appointed, whose duty it shall be to maintain, under the directions of the surgeon and the captain, order and cleanliness throughout the ship, and especially to keep the water-closets clean and in good order. One of such constables, who shall be a married man, shall be appointed in respect of every thirty single women to attend to the drawing and the cooking of the provisions of the single women and the delivery of them to their compartment of the ship, as provided in the instructions to the captain and surgeon, and the Government shall pay all gratuities of all descriptions attaching to these appointments, as also provided in those instructions.

49. The Contractors shall provide in the single-woman's compartment an enclosed cabin for a matron, to be appointed by the Government. The matron shall have a free passage, and be supplied with her food and one reputed quart bottle of beer daily, in her own compartment, from the captain's table, or the Contractors may agree with the matron to allow her a sum of money in lieu of such bottle of beer daily.

50. On the arrival at the respective ports of destination of the emigrants, the Contractors or their agent shall transmit a nominal list of all emigrants on board, signed by them and the surgeon, to the Immigration Officer or other officer acting in that capacity. This list shall be a transcript of the list of the emigrants embarked, with a note against the name of each individual who from any cause may not be landed alive, stating the reason thereof, and added thereto the names or description of infants who may have been born on the voyage. The Contractors shall, without charge, land the emigrants with their luggage at their respective ports of destination in such manner as they may be directed to do by the Immigration Officer.

51. Twenty-four hours shall be allowed at each port in New Zealand for the disembarkation of the emigrants. The Government shall pay demurrage at the rate of one hundred pounds per day for every twenty-four hours the ship is detained by them beyond the time allowed.

52. If, however, at the port of disembarkation the ship shall be placed in quarantine, the Government are to be allowed, free of charge, an extra twenty-four hours for the disembarkation or removal of the emigrants, during which time the emigrants shall be victualled, as above described, at the expense of the Contractors; but if the Government shall require the emigrants to remain in the ship beyond such period, they shall be victualled at the expense of the Government, and demurrage shall be paid by them as aforesaid.

53. The Contractors shall be responsible for the conduct, acts, and defaults of the master, officers, and crew, the emigrants' baker and cooks of the ship, and for the proper and considerate treatment of the emigrants throughout the voyage, and for the observation and performance well and faithfully of all the conditions and regulations expressed and implied in this contract, and in the Order in Council, dated 7th January, 1864, for the order and discipline of emigrant ships, and in the regulations of the Government of New Zealand relating to emigrant ships, and the instructions issued for the information and guidance of the captains and surgeons of those ships.

54. Subject to the faithful observance and performance by the Contractors of all the stipulations and conditions herein contained on their part to be observed and performed, passage-money at the rate of fifteen pounds for every emigrant twelve years old or upwards on the day of embarkation, and of nine pounds for every emigrant twelve months old and under twelve years of age on such day (no sum being payable for any child under one year of age on the day of embarkation), shall be paid by the Government as follows, that is to say,—

55. At the expiration of fifteen days after there shall have been deposited with the Agent-General, at his offices in London or Westminster, the following documents, viz. :—

(1.) An account in triplicate, signed by the Contractors or their agent, stating the full particulars of the claim;

(2.) A certificate from the Despatching Officer showing when the ship was ready for the reception of her passengers; and

(3.) A certificate in triplicate of the final departure of the vessel from Great Britain, signed by the Contractors or their agent, and the officer mentioned in Article 29 of these presents, with a schedule of the names and age of every individual embarked.

The Government will, upon being satisfied that the ship has finally sailed, and that the stipulations herein contained have been observed and performed up to that time, pay one moiety of the said passage-money, provided always that passage-money shall be payable only in respect of the emigrants who shall be mentioned in the said certificate as having embarked, and who shall have finally sailed.

And at the expiration of fifteen days after there shall have been deposited with the Immigration Officer at the respective ports of destination of the emigrants, or with such other officer as the Government of the colony may appoint to receive the same, the following documents, viz. :—

(1.) An account signed by the Contractors or their agent stating the full particulars of the claim;

(2.) A certificate signed by such Immigration Officer, or by such other officer as may be appointed for the purpose by the Governor of the colony, containing a nominal list of all the emigrants landed alive at the port of destination, and certifying that they have been duly landed, such list being an actual transcript of the list of persons mentioned in the certificate of final departure, with a note against the name of each individual who from any cause may not be landed alive in the colony, stating the reason thereof; and

(3.) A certificate signed by the Surgeon-Superintendent specifying the names and ages of all who may have died or left the ship during the voyage, or, if none have so died or left the ship, containing a declaration to that effect.

The Government will pay the remaining moiety of the passage-money, provided always that the second moiety of the said passage-money shall be payable only in respect of the emigrants who shall be certified as aforesaid to have landed alive in the colony, and shall not be payable in respect of any

emigrants who may have died or left the ship before her arrival, or who may leave the colony by the same vessel: Provided also that any payment which would otherwise become due for passage-money to the Contractors shall be forfeited if they or any person interested in such payment shall effect, or cause to be effected, an assurance against mortality resulting from disease upon the lives of any of the emigrants.

56. If any Immigration Officer at the respective ports of destination of the emigrants, or any officer acting in that capacity, shall report to the Minister that the emigrants have not been properly treated during the voyage, or that the stipulations in this contract do not appear to have been in all respects duly observed and fulfilled, it shall be lawful for the Minister, or in his absence for any other Minister of the Government of New Zealand acting on his behalf, to determine and direct what sum of money (if any) not exceeding the sum of one thousand pounds shall be deducted by the Government from the said second moiety of the passage-money, and the same may be deducted and retained accordingly, it being for such purpose assumed that the Government represents in the aggregate all the emigrants who shall have been improperly treated, or in respect of whom the said stipulations shall not have been duly observed and performed, and that the Government is entitled to compensation accordingly, and this notwithstanding any proceedings which may be taken by any of the emigrants on their own account and without prejudice thereto or any compensation having been paid to any of them. If the Contractors shall feel aggrieved by the determination of the Minister, or such other Minister as aforesaid, they may apply to a Judge of the Supreme Court to have the same reviewed by him, and if the said Judge or any one of the Judges of the Supreme Court of New Zealand shall think fit to vary or disallow the amount so to be deducted as aforesaid, a deduction from the said second moiety of the passage-money (if any) shall be made according to his decision, which shall be binding and conclusive on all parties concerned.

AS TO THE CONVEYANCE, ETC., OF MAILS.

57. During the whole of the period hereinbefore named for the performance of this contract, the Contractors shall convey all Her Majesty's mails which, and all other mails of whatever country or place which, the Postmasters-General, or either of them, shall at any time and from time to time, require the Contractors to convey between England and New Zealand and *vice versa*, and between any port or ports at which the ships may respectively call, and within the respective times stipulated for the performance and completion of the voyages, and in manner hereinafter provided for.

58. The Contractors, at their own expense, shall deliver and take the mails to and from the shore, at convenient places to be from time to time appointed by the Postmasters-General respectively in the respective ports from and to which the mails are to be conveyed; also shall convey the same and the officers having charge of them to and from the shore, as may be necessary, in suitable boats, furnished with suitable coverings for the mails, and properly equipped and manned; and shall from time to time convey the officers or agents of the Postmasters-General respectively to and from the shore at any of the said ports as often as may be necessary in the execution of their duties respectively in the event of a suitable boat not being conveniently obtainable from the shore for the purpose.

59. If either of the said Postmasters-General, or their respective officers or agents, shall at any time deem it requisite for the public service that any ship should be delayed beyond the appointed time of departure, it shall be lawful for either of the Postmasters-General, or such officers or agents, to order such delay not exceeding twenty-four hours at Plymouth or the port of departure in New Zealand, by letter addressed to and delivered to the master or commander of the ship, or the person acting as such, or left for him at the office of the Contractors in the port or on board the ship three hours at least before the hour appointed for departure.

60. The mails shall be safely conveyed from London or Plymouth to New Zealand and *vice versa* within the period appointed for the performance and completion of the voyage of the ship conveying the same. In case of the loss of any of the mails by wreck of any ship or otherwise, the Contractors shall with all possible despatch, at their own cost, do all such acts and take all such measures as may be reasonably done and taken to recover the mails so lost; and the Contractors shall be liable for all damage or injury to any of the mails from whatever cause the same may arise or happen, except fire, the act of God, or the Queen's enemies.

61. The Government of New Zealand shall be entitled to retain to their use any subsidy allowed to them by the Government of the United Kingdom, and to retain any subsidy or payment which may be agreed to be paid by any other Australasian colony or dependency, or any of the Polynesian Islands, for the conveyance of mails under this contract.

62. The Contractors shall provide, to the satisfaction of the Postmasters-General respectively, on board all ships employed under this contract, proper, safe, and convenient places of deposit for the mails, which shall be fire-proof and vermin-proof, and have proper locks, keys, and secure fastenings.

63. The Contractors shall also provide, to the satisfaction of the Postmasters-General, all necessary and suitable accommodation, including lights, for the purpose of sorting and making-up the mails on board the several ships employed under this contract, and, on being required to do so by the Postmasters-General, or either of them, shall, at their own cost if so required, erect or set apart in each of the said ships a separate and convenient room for such purpose, and all such furniture, lamps, fittings, and other conveniences shall be from time to time cleansed and kept in repair, and the oil for the lamps shall be supplied, by the servants of and at the cost of the Contractors. The master or commander of each of the said ships shall also render any assistance respecting the mails required by the officer in charge thereof.

64. If the Postmasters-General, or either of them, shall think fit to entrust the charge and custody of the mail, or his respective mail, to the master or commander of any ship to be employed under this contract, and in all cases where the officer or other person appointed to have charge of the mail shall be absent to the knowledge of the master or commander of such ship, such master or commander shall, without any charge, take due care of the same, and the Contractors shall be responsible

for the receipt, safe custody, recovery, and delivery of the said mail at the several appointed places on the shore in the respective ports as part of the services hereby contracted to be rendered. The master or commander shall also make the usual Post Office declaration, and furnish such journal-returns and other information, and perform such other services, as the Postmasters-General, or either of them, or their or either of their officers, shall from time to time reasonably require.

65. The Contractors, and all commanding and other officers in charge of the ships employed under this contract, shall at all times punctually attend to the orders and direction of the Postmasters-General, or either of them, their or either of their officers or agents, as to the mode, time, and place of landing, delivering, and receiving the mails, and so far as such orders and directions are reasonable and consistent with the safety of the ships.

66. The Contractors shall have no claim to any postage, nor to any sum on account thereof, for mails carried in any ship employed in the service under this contract, or on account of any services rendered respecting the same.

67. The Contractors shall provide suitable first-class accommodation for a mail officer or agent on board each of the ships employed under this contract, who shall be at liberty to use such accommodation as may be required for the performance of his duties, and such officer or agent shall be victualled by the Contractors as his chief-cabin passenger without charge either for his passage or victualling, and whilst the ship stays at any port, excepting the ports of final destination, to or from which the mails are conveyed, such officer and agent shall be allowed to remain on board, and shall be victualled as aforesaid.

68. Every such mail officer or agent shall be recognized and treated by the Contractors, their officers and agents, as the agent of the Postmasters-General, or of the Postmaster-General by whom he may have been appointed, as the case may be, and as having full authority in all cases to require a due and strict performance of this contract: Provided that no such agent or officer shall have power to control or interfere with any master, commander, or officer in the performance of his duty, and every such agent and officer shall be subject to all general orders issued by the master or commander for the good order, health, and comfort of the passengers and crew and the safety of the ships.

AS TO THE CONVEYANCE, ETC., OF CARGO.

69. The Government do not undertake to send Government cargo by any of the ships, or, if any shall be sent, guarantee any particular quantity, but all cargo which the Agent-General shall deem it convenient to send from the United Kingdom to New Zealand by the ships of the Contractors shall, if the ships are so constructed as to be able to receive and to carry the same, be conveyed by the Contractors to New Zealand and delivered with all despatch at the usual place of disembarkation at the port or ports to which the same shall be directed at the following rates, that is to say: For ordinary deadweight cargo [*Insert prices stated in tender*], pounds per ton, and for ordinary measurement cargo [*Insert prices stated in tender*], pounds per ton.

70. All single pieces of deadweight or measurement weighing or measuring over three tons shall be taken out of the ship by and at the cost and risk of the Government. All bills of lading for cargo shall be made subject to the terms of this contract. The amount to be paid by the Government for carriage of cargo shall be paid as follows: One-half thereof on the signing and delivery of the bills of lading, and the other half thereof on the delivery of the cargo at its port of destination.

71. The Contractors shall fit up each ship for the homeward voyage with proper freezing chambers and proper machinery, to be approved by the Government, so as to be capable of conveying to Great Britain fresh meats and dairy produce up to two hundred tons of cargo-space.

GENERAL.

72. If the Contractors shall not reside or have a place of business both in London and at Wellington, they shall at all times have an agent at the place or places, as the case may be, at which they have no residence or place of business, who shall have full powers to act in all matters relating to this contract, and such agent shall from time to time inform the Agent-General of any change in his address or place of business; and the acts of such agent, and all notices or directions given, and all payments made to him by or on behalf of the Government under this contract, shall be binding and conclusive on the Contractors in all respects.

73. This contract or any part thereof shall not be assigned or underlet or disposed of by the Contractors without the consent in writing of the Government first obtained for such purpose.

74. Should hostilities occur between the United Kingdom and any foreign Power during the continuance of this contract, either party may annul the same: Provided always that, if at any time or immediately preceding the time of the declaration of war, any ship or ships under the contract is or are preparing for the conveyance of emigrants, the despatching of such ship or ships shall, if the Government so require, be completed, and such extra sum for the conveyance of emigrants shall be paid by the Government as may be mutually agreed upon, or, failing agreement by the parties to this contract, as may be determined by arbitration in the manner hereinafter provided for.

75. In case this contract or any part thereof shall be assigned, underlet, or otherwise disposed of by the Contractors otherwise than with such consent as last aforesaid, or in case of any great or habitual non-performance or non-observance of this contract, or of any of the covenants, matters, or things herein contained, and on the part of the Contractors, their officers, agents, or servants, or any of them, to be observed and performed, and whether there be or not any penalty or sum of money payable by the Contractors for any such non-observance or non-performance, it shall be lawful for the Government, if they shall be of opinion that the Contractors are not *bonâ fide* carrying out the provisions herein contained, and they shall so think fit (and notwithstanding there may or may not have been any former non-observance or non-performance of this contract), by notice in writing to the Contractors or their agents, to forthwith determine this contract, and the Contractors shall not be entitled to any compensation in respect of such determination. And such determination shall not deprive the Government of any rights or remedies to which they would otherwise be entitled by reason

of any non-observance or non-performance of any of the provisions herein contained: Provided always that if within but not after twenty-eight days after any notice of the determination of this contract shall have been given to either of the Contractors, or left for them as hereinafter mentioned, the Contractors shall give notice in writing to the Government that they require that the question whether there was such a great or habitual non-observance or non-performance of this contract on the part of the Contractors as to justify the Government in determining the same shall be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Government and the Contractors. In case the arbitrator or arbitrators, or the umpire, shall at any time or times decide that the Government were not justified in determining this contract, the Government shall have and be entitled from time to time to exercise the power hereinbefore given to them to determine this contract as fully and effectually as if they had not on any previous occasion or occasions attempted to exercise such power; and the Contractors shall not be entitled to any compensation in respect of the attempted determination of this contract, or any loss, damages, or expenses which may be incurred by the Contractors by reason thereof, if the attempt to determine the same shall not be upheld by the arbitrators.

76. The Government may, if they think fit, except from any such determination any voyage or voyages; and if any ship or ships should have started before the determination of this contract, or before the masters or commanders thereof could have received the news of such determination, or should, after the determination, start on any voyage or voyages so excepted as aforesaid, the voyage or voyages shall be continued and performed as if this contract had remained in force with regard to any such ship or ships; and, with respect to the same, this contract shall be considered as having terminated only when the same shall have reached the port or ports of final destination.

77. All notices or directions which are hereby authorized to be given to the Contractors, their officers, servants, or agents, may be delivered to the master or commander of any of the said ships or other officer or agent of the Contractors in the charge or management of any ships employed in the performance of this contract on board such ships, or left for the Contractors on board such ship, or at either of the offices or houses of business in London or in New Zealand of the Contractors or their agents or agent, and any notices or directions so given or left shall be binding on the Contractors: Provided always that any notice of the determination of this contract shall be given to the Contractors or left for them at their last known office or place of business in London or New Zealand, if any, as the Government may think fit.

78. It shall be lawful for the Government at any time and from time to time to delegate all or any of the powers vested in them by virtue of this contract to such person or persons as they may think fit.

79. If the Contractors shall fail to commence the performance of the services hereby contracted to be by them performed according to the provisions hereof, or, having commenced the same, shall refuse or wilfully neglect to carry on the same according to the true intent and meaning of these presents, they shall forfeit and pay to the said Government the sum of ten thousand pounds as and by way of liquidated damages, and not by way of penalty.

80. All and every the sums of money hereby stipulated to be paid by the Contractors, whether to the Government or to any passengers, shall be considered as liquidated or ascertained damages due to the Government, whether any damage or loss shall have or shall not have been sustained, and may be set off by the Government against any moneys payable to the Contractors under or by virtue of these presents, or may be enforced as a debt due with full costs of suit at their discretion: Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the rights of the Government to treat such defaults as a non-observance or non-performance of this contract on the part of the Contractors, or disentitle the Government to determine this contract under Clause No. 75 of these presents on account of any such default, it being hereby expressly agreed that the performance of the service hereby contracted to be performed within the times mentioned in Clause No. 6 of these presents shall be deemed and held to be the essence of this contract.

81. The Contractors shall, with two sureties to be approved by the Agent-General, jointly and severally enter into a bond in the penal sum of ten thousand pounds, conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors herein contained, according to a draft or form already agreed upon; and in case from time to time either of the sureties executing any bond given as hereby required shall die, or be adjudicated a bankrupt, or file a petition for liquidation or arrangement with his creditors, or his estate shall be sequestered, then the Contractors shall and will from time to time execute and procure to be executed by the other surety or sureties, as the case may be, and a new surety to be approved as aforesaid, another similar bond in substitution of the one then in force.

82. If any dispute, question, difference, or controversy shall arise between the Government and the Contractors touching these presents, or any clause or thing herein contained, or the construction thereof, or any matter in any way connected with these presents, or the operation hereof, or the rights, duties, or liabilities of the Government or of the Contractors in connection with the premises, then, and in every or any such case, the matter in difference shall be referred to arbitration in manner hereinafter mentioned; and the award of the Arbitrator or the Arbitrators, or the Umpire, appointed as hereinafter mentioned, as the case may be, shall be binding and conclusive in every respect.

83. Unless the Government and the Contractors shall concur in the appointment of a single Arbitrator, each party, on the request of the other party, shall nominate and appoint an Arbitrator, to whom such dispute, question, difference, or controversy shall be referred; and such appointment shall be made in duplicate, and be delivered, one part to the other party, and the other part to the Arbitrator on the part of the party by whom the same shall be made; and after any such appointment shall have been made neither party shall have power to revoke the same without the consent of the other, nor shall the death of either party operate as a revocation; and if for the space of fourteen days after any such dispute shall have arisen, and after a request in writing by the one party to the other party

to appoint an Arbitrator, in which request shall be stated the matters required to be referred to arbitration, shall have been served upon the Government, or given to either of the Contractors, or left for them at their last known office or place of business in London or in New Zealand (if any), as the case may be, such last-mentioned party fail to appoint an Arbitrator, then upon such failure the party making the request, and having appointed an Arbitrator, may appoint such Arbitrator to act on behalf of both parties, and such Arbitrator may proceed to hear and determine the matters which shall be in dispute, and in such case the award or determination of such single Arbitrator shall be final.

84. If, before the matters so referred shall be determined, any Arbitrator appointed by either party die or become incapable, the party by whom such Arbitrator was appointed, his successors in office, or successors, or executors, administrators, or assigns, may nominate and appoint in writing some other person to act in his place, and if, for the space of fourteen days after notice in writing from the other party for that purpose, he fail to do so, the remaining or other Arbitrator may proceed *ex parte*; and every Arbitrator so to be substituted as aforesaid shall have the same powers and authorities as were vested in the former Arbitrator at the time of such his death or disability as aforesaid.

85. Where more than one Arbitrator shall have been appointed, such Arbitrators shall, before they enter upon the matters referred to them, nominate and appoint, by writing under their hands, an Umpire to decide on any such matters on which they shall differ, or which shall be referred to him; and if such Umpire shall die or become incapable to act they shall forthwith after such death or incapacity appoint another Umpire in his place, and the decision of every such Umpire on the matters so referred to him shall be final.

86. If in either of the cases aforesaid the said Arbitrators shall refuse or shall, for fourteen days after the request of either party to such arbitration, neglect to appoint an Umpire, the Governor for the time being of the Colony of New Zealand shall, on the application of either party to such arbitration, appoint an Umpire, and the decision of such Umpire on the matters on which the Arbitrators shall differ, or which shall be referred to him, shall be final.

87. If, when a single Arbitrator shall have been appointed, or shall be proceeding *ex parte* under any of the provisions herein contained, such Arbitrator shall die or become incapable to act before he shall have made his award, the matters referred to him shall be determined by arbitration in the same manner as if no such Arbitrator had been appointed.

88. If, where more than one Arbitrator shall have been appointed, either of the Arbitrators refuse or, for fourteen days, neglect to act, the other Arbitrator may proceed *ex parte*, and the decision of such other Arbitrator shall be as effectual as if he had been the single Arbitrator appointed by both parties.

89. If, where more than one Arbitrator shall have been appointed, and where neither of them shall refuse or neglect to act as aforesaid, such Arbitrators shall fail to make their award within three calendar months after the day on which the last of such Arbitrators shall have been appointed, or within such extended time (if any) as shall have been appointed for that purpose by both such Arbitrators under their hands, the matters referred to them shall be determined by the Umpire to be appointed as aforesaid, and the Umpire shall make his award within three calendar months after the time when his duties shall commence, or within such extended time (if any) as shall have been appointed for that purpose by the Umpire under his hand.

90. The said Arbitrator or Arbitrators, or their Umpire, may call for the production of any documents in the possession or power of either party which they or he may think necessary for determining the question in dispute, and may examine the parties or their witnesses on oath, and administer the oaths necessary for that purpose.

91. The costs of every such arbitration and of the award shall be in the discretion of the Arbitrator, Arbitrators, or Umpire, who may direct to and by whom and in what manner the same or any part thereof shall be paid.

92. The arbitration shall take place and be conducted in London, and the Arbitrator or Arbitrators, or the Umpire, as the case may be, shall deliver his or their award in writing to the Government; and the Government shall retain the same, and shall forthwith on demand at their own expense furnish a copy thereof to the Contractors, and shall at all times on demand produce the said award, and allow the same to be inspected or examined by the Contractors or any person appointed by them for that purpose.

93. This submission to arbitration may be made a rule of the Supreme Court of Judicature in England or Ireland respectively, or of any division thereof, or of the Court of Session in Scotland, or of the Supreme Court in any of the said colonies, on the application of either the Postmasters-General or the Contractors.

94. This contract is subject to ratification and approval by the General Assembly of New Zealand if considered necessary or expedient by the Government.

95. In witness whereof Sir Francis Dillon Bell has, as Agent-General for New Zealand, for and on behalf of the Queen, hereunto set his hand and seal, and the Contractors have respectively set their hands and seals, the day and year first above written.

FORM OF BOND.

KNOW ALL MEN by these presents that we A.B., of _____, C.D., of _____, E.F., of _____, and G.H., of _____, are jointly and severally held and firmly bound to HER MAJESTY THE QUEEN, her heirs and successors, in the sum of ten thousand pounds of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to Her Majesty, her heirs and successors, for which payment to be well and truly made we and each of us bind ourselves and himself, our and his heirs, executors, administrators, and assigns, and every of them, firmly by these presents, sealed with our seals. Dated this _____ day of _____, one thousand eight hundred and eighty-three.

WHEREAS by a contract made on the _____ day of _____, one thousand eight hundred and eighty-three, between Sir FRANCIS DILLON BELL, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, the Agent-General for the Colony of New Zealand, for and on behalf of Her Majesty the Queen, of the one part, and the above bounden A.B. and C.D. (who, in the said contract, are designated and are hereinafter referred to as the Contractors), of the other part,

and sealed by the said Sir Francis Dillon Bell as such Agent-General, for and on behalf of Her Majesty, with his seal, and by the Contractors, with their respective seals, it is witnessed (among other things) that, for the considerations hereinafter appearing, the said Sir Francis Dillon Bell, for and on behalf of Her Majesty the Queen, and in order to bind the Government of the said colony so far as the covenants hereinafter contained were to be observed and performed by Her Majesty, her heirs and successors, did covenant with the Contractors, their executors and administrators, and the Contractors, so far as the covenants hereinafter contained were to be observed and performed by them for themselves, their heirs, executors, and administrators, did, and each of them separately for himself, his heirs, executors, and administrators, did covenant with her Majesty the Queen, her heirs and successors, in manner following, that is to say: That in the construction of the said contract the following words and expressions should mean and include (unless such meaning should be inconsistent with the context) as follows: "The Government" should mean Her Majesty the Queen, her heirs and successors, as represented by and acting by means of Her Majesty's Government in the said colony. "The Agent-General" should mean the Agent-General for the time being of the said colony, or any person authorized by him in writing to act on his behalf. "Contractors" should include the executors and administrators, and, if the Government should consent to an assignment of the said contract, the assigns of the Contractors; that the Contractors would from time to time, and at all times thereafter during the period during which the said contract was to be performed, provide and keep seaworthy and in complete repair and readiness a sufficient number of, and not less than five, good, substantial, and efficient screw steamships of the first class, and fully equal to Class 100 A1, Lloyd's Register, and of not less gross register tonnage than three thousand tons each, constructed of iron and propelled by first-rate engines of adequate power for a continuous speed, so as to perform the voyages hereinafter mentioned within the time [*or times] hereinafter [*respectively] specified, and having spar-decks and proper capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, and with a minimum height in every part between decks of seven feet; that the ships to be employed under the said contract should be of the capacity aforesaid, and should, except as hereinafter provided, be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning conductors, charts, chronometers, nautical instruments, and whatsoever else might be necessary for equipping the said ships, and rendering them constantly efficient for travelling, at the continuous speed aforesaid, and for the services thereby agreed to be performed; and also manned and provided with competent and legally-qualified officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, the ships' engines, equipments, and capacity to be in all respects subject, in the first instance, and at all times afterwards, to the approval of the Government, or of such person or persons as they should at any time or times or from time to time authorize to inspect and examine the same, and that no ship should be employed or used for the purposes of the said contract until approved as aforesaid: Provided nevertheless and it was thereby declared that the Contractors, so long as they should perform the said services within the times and in the manner hereinafter provided, should not be required to keep more than four of the said ships actually employed in the said services, and furnished with stores, fuel, and provisions, and manned and provided with officers, engineers, and crew as was thereinbefore provided for, but might from time to time, and for such length of time as they should think fit, cause any one of the said ships to be laid up, but the ship, including its machinery and engines, which should be so laid up should, if in complete repair at the time when it was laid up, be kept in complete repair, and, if the same or its machinery or engines should be out of repair, should with all due diligence be put in complete repair, and be thenceforth kept in complete repair, and the ship so laid up, being with its machinery and engines when laid up in, or after it and its machinery and engines should have been put into, complete repair, as thereinbefore mentioned, should at all times thereafter while laid up be kept in such a state and condition that upon being furnished with stores, fuel, and provisions, and being manned and provided with officers, engineers, and crew as thereinbefore provided for, it would thereupon be in readiness for performing the said services, and efficient for travelling at the speed thereinbefore mentioned; that the Government should have power, whenever and so often as they might deem it requisite, by any of their qualified officers or agents, to survey all or any of such ships, and the hulls thereof, and that if on any such survey any such ship or any part thereof should be declared to have any defect or deficiency, or to be unseaworthy, or not adapted for the said services, the ship should not be employed under the said contract until such defect, deficiency, unseaworthiness, or want of adaptation for the said services should have been repaired, supplied, or corrected to the satisfaction of the Government or such officers or agents as aforesaid; that the Contractors would convey the passengers, emigrants, mails, and cargo, hereinafter mentioned by such steamships as were thereinbefore described and are hereinbefore referred to, one of such steamships leaving London for New Zealand and another New Zealand for London (each calling at Plymouth) once in every calendar month for a period of three years, to be computed from the day on which the first of such ships should leave London for New Zealand; that the first ship from London for New Zealand should leave London on the day of , but the first ship from New Zealand for London might, however, leave New Zealand on the day of ; that each outward voyage should be made round the Cape of Good Hope, and each homeward voyage through the Straits of Magellan or round Cape Horn; that the ships on each homeward voyage should call at St. Vincent [†that each voyage should be performed and completed within one thousand two hundred hours] [†that each outward voyage should be performed and completed in one thousand three hundred hours, and each homeward voyage should be performed and completed in one thousand two hundred hours], and that such number of hours should be reckoned according to the time which should be occupied in performing and completing each voyage outwards between the port of Plymouth and the port in New Zealand which might be selected as hereinafter mentioned as the port of arrival there and homewards; between the port in New Zealand which might be selected as hereinafter mentioned as the port of departure there and the port of Plymouth; that the Con-

* Omit if each voyage is to be performed in the 1,200 hours. † Omit one or other of these paragraphs.

tractors should have the option on each voyage of selecting as the port of arrival in or the port of departure from New Zealand any of the ports of Auckland, Wellington, Lyttelton, or Port Chalmers, and that the ships would be at liberty before departure on the homeward service or after arrival on the outward service to call at all or any of such ports; that the Contractors should from time to time give thirty days' notice previous to the departure of the ship both to the Agent-General in London and the Postmaster-General at Wellington of the port selected as the port of arrival or of departure, as the case might be, and of the other ports at and the day on which it was intended the ship should call; that if the Contractors should fail to commence the performance of the services thereby contracted to be by them performed according to the provisions of the said contract, or having commenced the same should refuse or wilfully neglect to carry on the same according to the true intent and meaning of the said contract, they should forfeit and pay to the said Government the sum of ten thousand pounds as and by way of liquidated damages and not by way of penalty; that all and every the sums of money thereby stipulated to be paid by the Contractors, whether to the Government or to any passengers, should be considered as liquidated or ascertained damages due to the Government, whether any damage or loss should have or should not have been sustained, and might be set off by the Government against any moneys payable to the Contractors under or by virtue of the said contract, or might be enforced as a debt due with full costs of suit at their discretion: Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements therein contained should not in any manner prejudice the rights of the Government to treat such defaults as a non-observance or non-performance of this contract on the part of the Contractors, or disentitle the Government to determine the said contract under clause No. 75 of the said contract on account of any such default, it being thereby expressly agreed that the performance of the service thereby contracted to be performed within the times mentioned in clause No. 6 of the said contract should be deemed and held to be the essence of the said contract; that the Contractors should, with two sureties to be approved by the Agent-General, jointly and severally enter into a bond in the penal sum of ten thousand pounds, conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors therein contained, according to a draft or form already then agreed upon, and that in case from time to time either of the sureties executing any bond given as thereby required should die, or be adjudicated a bankrupt, or file a petition for liquidation or arrangement with his creditors, or his estate should be sequestered, then the Contractors should and would from time to time execute and procure to be executed by the other surety or sureties, as the case might be, and a new surety to be approved as aforesaid, another similar bond in substitution of the one then in force.

Now the condition of the above-written bond or obligation is such that if in case the said A.B. and C.D. shall not at all times hereafter during the period during which the said contract is to be performed provide, or, having provided, shall not keep seaworthy and in complete repair and readiness, a sufficient number of, and not less than five, good, substantial, and efficient screw steamships of the first class, and fully equal to Class 100 A1, Lloyd's Register, and of not less gross register-tonnage than three thousand tons each, constructed of iron, and propelled by first-rate engines of adequate power for a continuous speed so as to perform the voyages mentioned in the said contract, and hereinbefore referred to within the time [*or times] therein [*respectively] specified, and hereinbefore referred to, and having spar-decks and proper capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, and with a minimum height in every part between decks of seven feet; it being nevertheless hereby provided and declared that the said A.B. and C.D., so long as they shall perform the said services, shall not be required to keep more than four of the said ships actually employed in the said services if one of the said five ships, if laid up, shall, including its machinery and engines if in complete repair when it is laid up, be kept in complete repair, and, if the same or its machinery or engines shall be out of repair, shall with all due diligence be put in complete repair, and be thenceforth kept in complete repair, and the ship so laid up, being, with its machinery and engines when laid up, in, or after it and its machinery and engines shall have been put into, complete repair, shall at all times thereafter while laid up be kept in such a state and condition that, upon being furnished with stores, fuel, and provisions, and being manned and provided with officers, engineers, and crew, as in the said contract provided for, it would thereupon be in readiness for performing the said services, and efficient for travelling at the speed in the said contract mentioned as hereinbefore recited; or in case any ship shall be employed or used for the purposes of the said contract before having been approved by the Government or such person or persons as they shall have authorized to inspect and examine the same; or in case any such ship as aforesaid, or any part thereof, shall, on any such survey as in the said contract mentioned as hereinbefore recited, be declared to have any defect or deficiency, or to be unseaworthy, or not adapted for the said services, and be nevertheless employed in carrying out the said contract without such defect, deficiency, unseaworthiness, or want of adaptation for the said services having been repaired, supplied, or corrected to the satisfaction of the said Government or such officers or agents as in the said contract mentioned and hereinbefore referred to; or in case the first of such steamships shall not leave London for New Zealand on the day of , or within thirty days thereafter, or in case the first of such steamships shall not leave New Zealand for London on the day of , or within thirty days thereafter; or in case one of such steamships shall not leave London for New Zealand, and another New Zealand for London, once in every calendar month for a period of three years, to be computed from the day on which the first of such ships shall leave London for New Zealand, the said A.B., C.D., E.F., and G.H., or some or one of them, or the executors or administrators of some or one of them, do and shall in any of the said cases pay unto Her Majesty's Government in the said colony, or to such other person or persons for and on behalf of Her Majesty as the Governor for the time being of the said colony shall appoint, the sum of ten thousand pounds as and for liquidated damages, then the above-written bond or obligation shall be void, otherwise to remain in full force and virtue.

Signed, sealed, and delivered by the above-named

* Omit if each voyage is to be performed in the 1,200 hours.

