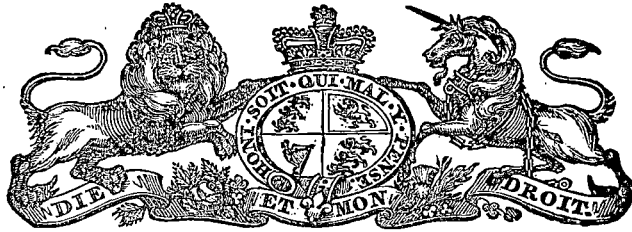


(No. 38.)



1877.

SESSION II.

T A S M A N I A.

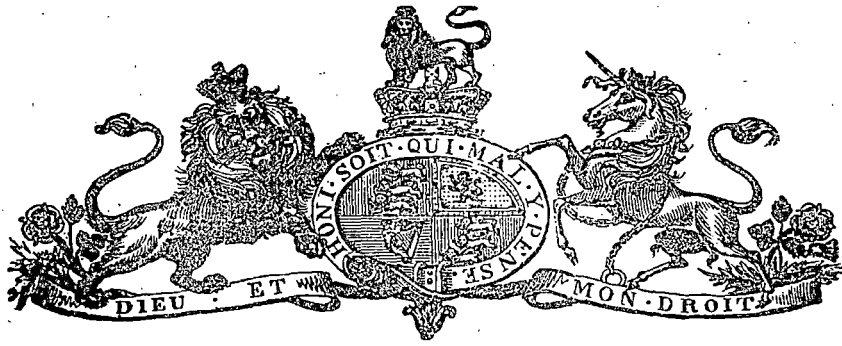
LEGISLATIVE COUNCIL.

- MAIL CONTRACTS :

WITH PAPERS RELATING THERETO.

Return to an Order of the Council dated May 2, 1877. (Mr. Grubb.)

Laid upon the Table by Mr. Crowther, and ordered by the Council to be printed,
May 3, 1877.



MAIL CONTRACTS.

SERVICE BETWEEN TASMANIA AND VICTORIA.

Tasmanian Steam Navigation Company, Hobart Town, 16th February, 1877.

SIR,

IN referring to the interview yourself and Mr. Douglas had yesterday with one of the Directors of this Company and myself, I have now the honor, as you requested, to reduce to writing what was verbally stated in conversation by the Company's representatives at such interview relative to the English and Intercolonial Mail Service.

This Company is prepared to enter into an engagement with the Government for the renewal of the present Mail Contract at its expiration in June next, upon the same terms and conditions as under the existing Contract; and in offering on behalf of the Company to perform the Mail Service upon the terms, &c. of the present Contract, I feel confident, on consideration, you will not fail to see that the offer is not unreasonable,—and in explanation of this I desire to draw your attention to one or two facts in connection with the Company's performance of the Mail Service since the year 1867 to the present time.

1st. I think it is an admitted fact that the Company has, beyond all question, carried out an efficient service, and that to the entire satisfaction of the different Governments of the day.

2nd. Although latterly the Company has had the privilege under the Contract of detaining the steamer in Hobson's Bay for eight (8) hours after the arrival of the Royal Mail steamer, yet on not one occasion do I remember the extra time being availed of; on the contrary, instructions have been forwarded to Melbourne Agent to dispatch the Tasmanian steamer with all promptness with the English Mails

3rd. I would particularly remind you of a fact relating to the carrying out of the Mail Service which might be overlooked by the Government, and which forms an important feature in these negotiations, viz., for fully one half the year one steamer trading on the line between Launceston and Melbourne is quite sufficient for the requirements of the traffic in the conveyance of passengers and goods; whereas in order to perform the service the Company is compelled to run *two* steamers, thereby incurring an expenditure not adequately met by traffic receipts; nor does the emolument of the Mail Service compensate for the extra steamer at such season of the year.

4th. I trust you will not fail to see that the Company has been at all times, and indeed is now, most anxious and willing to act towards the Government in a fair and liberal spirit; and as a colonial institution, undoubtedly being of great public benefit and convenience, I think the Company I have the honor to represent is entitled to some consideration at the hands of the Government of the Colony.

Therefore, in conclusion, I am prepared to say the Directors will undertake the renewal of the Mail Contract upon the same terms and conditions as now exist; and I trust the past performances of the Company is a sufficient voucher that the service in the future would be satisfactorily and efficiently carried out.

I have, &c.

(Signed) EDWARD J. FREEMAN, *Manager T.S.N. Co.*

*The Hon. C. MEREDITH, Esq.,
Postmaster-General of Tasmania, Hobart Town.*

Tasmanian Steam Navigation Company, Hobart Town, 21st February, 1877.

SIR,

I HAVE the honor to inform you that this Company is willing to enter into an engagement with the Government for the performance of the English and Intercolonial Mail Service upon the same terms and conditions as these existing under the present Contract (which expires on the 30th June next) with the two following exceptions, viz. :—

1. The Company will undertake to provide a steamer to leave Tasmania for Victoria, and *vice versa*, every fifth day.
2. The Contract to extend over a period of five years (5) years from the 1st of July next.

I have, &c.

(Signed) EDWARD J. FREEMAN, *Manager T.S.N. Co.*

The Hon. C. MEREDITH, Esq., Postmaster-General, Hobart Town.

Tasmanian Steam Navigation Company, Hobart Town, 22nd February, 1877.

SIR,

I HAVE the honor to inform you that, in writing to you last night on the question of the Mail Service, in the hurry of writing I committed a slight error which I now wish to correct.

I stated that the Company was prepared to provide a steamer to leave Tasmania and Victoria, and *vice versa*, every fifth day, whereas I should have said the Company will provide a steamer to leave Tasmania and Victoria, and *vice versa*, at an interval of not more than five days.

I have, &c.

(Signed) EDWARD J. FREEMAN, *Manager.*

The Hon. C. MEREDITH, Esq., Colonial Treasurer.

THE Colonial Treasurer forwards to the Secretary to the Post Office three letters addressed to the Postmaster-General, under dates respectively 16th, 21st, and 22nd February, 1877, by the Manager of the Tasmanian Steam Navigation Company. The substance of the three letters taken conjointly is that the Company agree to enter into an engagement with the Government for the performance of the English and Intercolonial Mail Service upon the same terms and conditions as those existing under the present Contract, which expires on the 30th June next, with the two following exceptions:—1st. The Company will undertake to provide a steamer to leave Tasmania for Victoria, and *vice versa*, at an interval of not more than five days. 2nd. The Contract to extend over a period of five years from the 1st of July next.

The Secretary of the Post Office is instructed to inform the Manager of the Tasmanian Steam Navigation Company that the terms of the proposed arrangement or agreement as set forth by them through their Manager are approved.

CHARLES MEREDITH, *Colonial Treasurer,*
22nd February, 1877.

Tasmania,

General Post Office, Hobart Town, 22nd February, 1877.

SIR,

WITH reference to your letters of the 16th, 21st, and 22nd instant, addressed to the Hon. Charles Meredith, Postmaster-General, I am directed to inform you that the Postmaster-General accepts the offer made by you on behalf of the Tasmanian Steam Navigation Company for the performance of the English and Intercolonial Mail Service to and from Launceston and Melbourne upon the same terms and conditions as those existing under the present Contract, which expires on the 30th June next, excepting, as proposed by you, that the Contract shall be for five years from the 1st July next, and that the Company undertakes to provide that one of its steamers shall leave Hobart Town or Launceston for Melbourne at intervals of not more than five days, and that one of its steamers shall leave Melbourne for Hobart Town or Launceston also at intervals of not more than five days during the continuance of the Contract.

The necessary bond will be prepared by the Solicitor-General on an early date.

I have, &c.

(Signed) A. C. DOUGLAS, *Secretary.*

EDWARD FREEMAN, *Esq.,*
Manager Tasmanian Steam Navigation Company.

KNOW ALL MEN by these Presents that THE TASMANIAN STEAM NAVIGATION COMPANY (herein-after called "The Company") is held and firmly bound unto Her Majesty Queen VICTORIA Her heirs and successors in the sum of Two thousand Pounds sterling to be paid to Her said Majesty Her heirs and successors for which payment to be well and truly made the Company binds itself firmly by these presents. SEALED with the common seal of the Company DATED this Fifteenth day of March One thousand eight hundred and seventy-seven.

WHEREAS a Contract has been lately entered into between the Company and the Postmaster-General of Tasmania for the conveyance and delivery by the Company of the Intercolonial and other mails to be carried and delivered to from and between Launceston in Tasmania and Melbourne in Victoria and also of the incoming and outgoing Tasmanian four weekly mails arriving and to be despatched by the Peninsular and Oriental General Steam Navigation Company's steamers AND WHEREAS it has been agreed between the Company and the said Postmaster-General that the said Contract shall continue during the period of five years commencing on the First day of July next and that the sum to be paid by the Postmaster-General for the time being to the Company for the conveyance and delivery of all such mails as aforesaid shall be Three thousand six hundred Pounds per annum to be paid by equal monthly payments of Three hundred Pounds each on the first day of every month upon the production by the Company at the Colonial Treasury in Hobart Town of a certificate under the hand of the Secretary of the Post Office for the time being that the said mail service has been satisfactorily performed up to that time AND WHEREAS it has been further agreed as aforesaid that all such mails as aforesaid shall be carried on board such of the Company's steamers as may be approved of by the said Postmaster-General for the time being AND WHEREAS it has been further agreed between the Company and the Postmaster-General that for the consideration aforesaid the Company shall despatch one of its steamers (to be approved from time to time by the Postmaster-General for the time being) from Hobart Town or Launceston to Melbourne at intervals not exceeding five days during the continuance of the said Contract and that one such steamer as aforesaid shall be despatched from Melbourne either to Hobart Town or Launceston at like intervals and that the Company shall pay to the Postmaster-General for the time being a sum of Fifty Pounds as a penalty for any breach of this condition AND WHEREAS it has been also agreed between the Company and the Postmaster-General that this Contract may be determined by either party thereto by giving six calendar months' notice in writing of the intention to determine the same and that the notice (if any) to be given to the Company may be left at their office in Hobart Town AND WHEREAS it has been agreed in like manner that the Company shall at all times during the continuance of the said Contract provide the Postmaster-General for the time being when on duty or any Officer of the Tasmanian Post Office Department deputed by the Postmaster-General in his stead with a first-class cabin passage and suitable provisions on board any of the Company's steamers to and from Launceston and Melbourne aforesaid free of all charges whatsoever AND WHEREAS the terms and conditions hereinafter mentioned have been agreed to between the Postmaster-General and the Company in respect of the receipt carriage and delivery of the said four weekly outgoing and incoming English Mails (that is to say)—

1. That immediately upon the arrival of the Peninsular and Oriental General Steam Navigation Company's Contract Mail Steamer (due every four weeks) at her anchorage off Sandridge in Hobson's Bay whether upon due date or at any time previous or subsequent thereto the Company shall at its own cost obtain and receive on board one of the Company's said steamers all mails for Tasmania brought by such four weekly contract mail steamer and shall within three hours after such mails have been so received on board the Company's steamer cause such steamer to be despatched to Launceston aforesaid with all reasonable expedition and shall immediately upon the arrival of such steamer at its anchorage or moorage at Launceston forthwith deliver alongside the vessel all such mails to the Officer of the Post Office authorised to receive the same PROVIDED ALWAYS that it shall be lawful for the Company to extend the period hereinbefore mentioned for despatching the said steamers from Hobson's Bay from three hours to eight hours when necessary to suit the tides in the River Yarra at Melbourne or the River Tamar in Tasmania respectively but advantage of this concession shall not be unnecessarily taken by the Company.

2. That the Company shall in every fourth week during this Contract (commencing from the first day of July next) after the arrival of the Hobart Town Mail in Launceston and immediately after the mails shall be placed on board the Company's steamer but not later than the hour of twelve o'clock at noon despatch (on the dates mentioned in the Time Table issued from time to time by the General Post Office in Hobart Town) one of such steamers from Launceston for Hobson's Bay which steamer shall carry the outgoing English Mails and that the Company shall deliver such mails at the principal Post Office at Melbourne in due time according to the regulations of the said Melbourne Post Office for transmission to England by the then outgoing English mail steamer for that four weekly mail or shall put such mail safely on board the last-mentioned steamer.

3. That if and so often as the time of departure of the outgoing English mail steamer shall be altered the Company shall on the receipt of twenty-eight clear days' notice in writing under the hand of the Postmaster-General for the time being or of the Secretary of the Post Office requiring the Company so to do alter the time for despatching the Company's steamers from Launceston to the time mentioned in such notice PROVIDED that the time mentioned in such notice shall allow the Company the same interval between the despatch of their steamer from Launceston and the time of the departure of the outgoing English mail steamer as is allowed by the within mentioned Contract but in the event of any such alteration being made it is hereby agreed that all stipulations and agreements herein contained in respect of penalties payable by the Company shall be applicable and binding as nearly as may be according to the altered state of circumstances and that any such alteration of time shall not in any wise invalidate any of the stipulations and agreements hereinbefore contained.

Stamped in my presence this sixteenth day of March, 1877.
GEO. PATTEN ADAMS,
Collector of Stamp Duties.

4. That in case the Company shall not despatch any such steamer as aforesaid from Hobson's Bay to Launceston within the said space of three hours (or the space of eight hours if such time shall be found necessary as aforesaid) after the said mails for Tasmania have been put on board such steamer THEN and in every such case the Company shall forfeit and pay to Her Majesty the Queen Her heirs for successors the penalty or sum of Twenty Pounds for every hour which shall elapse after the expiration of the said space of three hours (or eight hours when found necessary as aforesaid) until such steamer shall be despatched and until such penalty at the rate aforesaid shall amount to the sum of One hundred and fifty Pounds and that all such penalties as hereinbefore mentioned may be deducted and may be recoverable in manner hereinafter expressed.

5. That if the Company shall at any time fail to deliver the said outgoing English mails at the principal Post Office in Melbourne in time for transmission in due course through the Post Office by the outgoing four weekly English mail steamer or shall fail to place the said mails on board such last-mentioned steamer then and in any such case the Company shall forfeit and pay to Her Majesty the Queen Her heirs or successors the penalty or sum of One hundred and fifty Pounds for every such failure and every such sum may be deducted and be recoverable in the manner hereinafter expressed.

6. That no penalty mentioned in the last preceding condition shall be exacted when the time for the departure of the Company's steamer shall have been altered by the Postmaster-General for the time being unless notice in writing under the hand of such Postmaster-General or of the Secretary of the Post Office shall have given to the Company at least twenty-eight clear days previous to the time fixed by such notice for the departure of such steamer.

7. That the time to be allowed to the Company for the conveyance of the mails from Launceston to Sandridge Hobson's Bay shall be fifty hours but in urgent cases it shall be lawful for the Postmaster-General for the time being or the Secretary of the Post Office to postpone the departure of the steamer carrying the outgoing English Mails from Launceston for any period not exceeding twenty-four hours and in that case no penalty for the non-delivery of such mails in time for the said English mail steamer shall be enforced but the Company shall be bound to use all proper means and exertions to deliver the said mails on board the then outgoing English mail steamer in Hobson's Bay.

8. That all penalties payable by the Company as hereinbefore stipulated may be deducted by the Postmaster-General for the time being from any moneys due or to accrue due to the Company under the terms of the said Contract or shall be recoverable by action of debt or otherwise AND WHEREAS the Company has been required to enter into a Bond for the due fulfilment of the said Contract and of the agreement hereinbefore mentioned NOW THE CONDITION of the above written obligation is such that if the Company do and shall in all things perform and keep all the conditions stipulations and agreements hereinbefore expressed and contained THEN this obligation shall be void or else to remain in full force and effect.

The common Seal of the Tasmanian Steam
Navigation Company was affixed to the
above-written Bond in the presence of }

W. FISHER.
P. FACY.
Two of the Directors of the said Company.

SERVICE BETWEEN TASMANIA AND NEW ZEALAND.

Melbourne, 25th January, 1877.

SIR,

THROUGH our agents, Messrs. Macfarlane Bros. & Co., we are favoured with a copy of your Public Notice dated 11th instant, inviting "Tenders for the Conveyance of Mails between Hobart Town and New Zealand," and have now the honor to address you in reference thereto. In doing so we would respectfully mention that we are informed the maximum sum fixed by your Parliament for this service is Five hundred Pounds per annum.

With this amount to aid us in our undertaking we are willing to continue the steam service recently commenced and at present carried on by us, and to include the conveyance of your Mails *viâ* the Bluff and eastern ports to Wellington, and *vice versa*. Its hitherto punctual performance is an earnest of our desire and endeavour to conduct the trade in a faithful and liberal spirit, but the smallness of the subsidy indicated entirely precludes us from tendering in the strict terms as set forth in your notice; for instance—1st. If the Mails are not delivered within the specified time (5 days), a penalty of Fifty Pounds is imposed for each voyage in excess of that period. There are occasions, especially in winter, when the weather is so bad on the coast of New Zealand that it would be simply impossible for any steamer to perform the journey in five days, and in summer we send steamers into Milford Sound, affording an opportunity for viewing the magnificent scenery. These diversions, which occupy an extra twenty-four hours, are greatly appreciated by passengers. In these cases the penalty would inevitably occur.

2nd. With regard to the paragraph that the "Postmaster-General when on duty, or any officer of the Department whom he may depute, must have the right and privilege of a first-class cabin passenger, &c.," we would point out that the usual single rates would amount to £273, or more than one-half the subsidy named.

We take the liberty of pointing out these two items which we could not agree to, but with those exceptions are prepared to despatch a steamer from Hobart Town for New Zealand on 16th February proximo, and every four weeks thereafter; and to contract for a continuance of the service for a period of three years, subject to a termination as stated in your advertisement.

At present we have the following steamships engaged in the Melbourne and New Zealand trade, viz., *Arawata*, *Ringtrooma*, *Albion*, *Tararua*, and *Alhambra*, and either of these, or possibly others of our fleet, would be employed in the foregoing service.

We have, &c.

(Signed) M'MECKAN, BLACKWOOD, & CO.

*The Honorable the Postmaster-General of Tasmania,
Hobart Town.*

REFERRED to the Secretary of the Post Office for his remarks.

CHARLES MEREDITH,
5. 1. 77.

ENCLOSED is a letter addressed to the agents of Messrs. M'Meckan, Blackwood, & Co., which I beg to submit for your approval; it will, I think, accord with the views of Messrs. M'Meckan, Blackwood, & Co.

A. C. DOUGLAS,
5 Feb., 1877.

The Hon. CHARLES MEREDITH, Postmaster-General.

APPROVED.

CHARLES MEREDITH, *Colonial Treasurer,*
13. 2. 77.

*Tasmania,
Hobart Town, General Post Office, 5th February, 1877.*

GENTLEMEN,

As agents for Messrs. M'Meckan, Blackwood, & Co., I am directed to address you with reference to their tender for the conveyance of Mails between this Port and New Zealand, and to the objection taken by them as to the time allowed for the voyage from Hobart Town to the Bluff and *vice versa*, and to the stipulation for a free cabin passage for an officer of this Department when on duty. I am to point out that the clauses in the Public Notice from this Office, inviting Tenders for the above service, and to which exception has been taken by Messrs. M'Meckan, Blackwood, & Co., may be altered so as to meet their views by providing that when the steamers call in at Milford Sound the extra time taken shall be added to the five days allowed for the voyage, and that no fine shall be enforced if delay in the voyage has been caused by tempestuous weather, or accident, which the Captain of the steamer could not control.

The second objection might be met by arranging for the free passage not to be available more than once in each year of contract.

I have, &c.

(Signed) A. C. DOUGLAS, *Secretary.*

Messrs. MACFARLANE BROS., Hobart Town.

Hobart Town, 12th February, 1877.

DEAR SIR,

WE beg to acknowledge your letter of the 5th instant.

Messrs. M'Meckan, Blackwood, & Co. reply that they are prepared to enter into the Contract in accordance with their Tender, and your letter as above.

We presume the service will be commenced by the *Tararua* on the 16th instant, as otherwise a delay of a month will be caused.

Yours faithfully,

(Signed) MACFARLANE BROS. & CO.

The Secretary Post Office.

Tasmania,
General Post Office, Hobart Town, 19th February, 1877.

GENTLEMEN,

I AM directed to inform you that the Tender of Messrs. M'Veckan, Blackwood, & Co., for the conveyance of Mails between Hobart Town and Wellington, N.Z., *via* the Bluff, once every four weeks each way, for the sum of Five hundred Pounds (£500) per annum, has been accepted for three years commencing on the 16th instant.

I have, &c.

(Signed) A. C. DOUGLAS, *Secretary.*

Messrs. MACFARLANE BROS. & Co.,

Agents for Messrs. M'VECKAN, BLACKWOOD, & Co., of Melbourne.

KNOW ALL MEN by these Presents that we JAMES M'VECKAN and JOHN HUTCHISON BLACKWOOD both of Melbourne in the Colony of Victoria trading together under the style or firm of "M'VECKAN BLACKWOOD & Co." Shipowners and being hereinafter called the Contractors and JAMES MACFARLANE and JOHN MACFARLANE both of Hobart Town in Tasmania carrying on business there in copartnership as Merchants under the style or firm of "MACFARLANE BROS. & Co." are held and firmly bound unto Her Majesty Queen VICTORIA Her heirs and successors in the sum of FIVE HUNDRED POUNDS sterling to be paid to Her said Majesty Her heirs and successors for which payment to be well and truly made we bind ourselves and each of us our and each of our heirs executors and administrators jointly and severally firmly by these Presents SEALED with our seals DATED this thirty-first day of March one thousand eight hundred and seventy-seven.

WHEREAS the Contractors have contracted with the Postmaster-General of Tasmania for the conveyance and delivery of Her Majesty's Mails to be carried and delivered by the Contractors in manner hereinafter expressed to from and between Hobart Town in Tasmania and Wellington in the Colony of New Zealand calling on each journey at the Bluff (Invercargill) Port Chalmers (Dunedin) and Port Lyttelton (Christchurch) AND WHEREAS it has been agreed between the Contractors and the said Postmaster-General that the said Contract shall continue during the period of three years commencing on the sixteenth day of February one thousand eight hundred and seventy-seven and terminating on the sixteenth day of February one thousand eight hundred and eighty and that the sum to be paid for the conveyance and delivery of all such Mails as aforesaid shall be Five hundred Pounds per annum to be paid by equal monthly payments of Forty-one pounds thirteen shillings and four-pence each the first of which shall be made on the seventeenth day of March one thousand eight hundred and seventy-seven AND WHEREAS it has been also agreed between the Contractors and the Postmaster-General that the said Contract may be determined either by the Contractors or by the Postmaster-General for the time being upon giving to the Postmaster-General or Contractors six months notice of the intention to determine the same and that the notice if any to be given to the Contractors may be left at the office of the Contractors in the Colony of Victoria or at the office of their agent or agents (if any) in Tasmania AND WHEREAS it has been agreed in like manner that the Contractors shall once in every year during the continuance of the said Contract provide the Postmaster-General for the time being when on duty or any officer of the Tasmanian Post Office Department deputed by the Postmaster-General in his stead with a first-class cabin passage and suitable provisions on board any of the steamers employed in the conveyance of the said Mails to and from New Zealand and Hobart Town as aforesaid AND WHEREAS it has been agreed between the Postmaster-General and the Contractors that the following shall be the terms and conditions to be observed in respect of the receipt carriage and delivery of the said Mails that is to say—

1. That the Mails must leave Hobart Town for New Zealand, once every four weeks and at intervals of about four weeks between the despatch of each Mail and must arrive at the Bluff (Invercargill) within five days after the said Mails shall have left Hobart Town And the Mails from Wellington New Zealand must leave about once every four weeks and arrive at Hobart Town within five days after leaving the Bluff (Invercargill) and the said Mails shall leave Hobart Town for the said New Zealand Ports and the said New Zealand Ports for Hobart Town at least thirteen times in every year during the continuance of this Contract.

2. That the steamer conveying the Mails to New Zealand shall be in the Port of Hobart Town four hours at least before the Mails are placed on board.

3. That the Contractors will be required to deliver to the Postmaster or other officer authorised to receive Mails at each of the Ports of call in New Zealand all Mails from Tasmania as addressed and they will also be required to receive from the Postmasters at the several Ports of call in New Zealand all Mails for Tasmania and deliver them in Hobart Town to the officer authorised to receive them.

4. That if the Contractors shall at any time fail to deliver the said Mails at the time and in the manner hereinbefore mentioned then and in any such case they shall forfeit and pay to Her Majesty the Queen Her heirs or successors the penalty or sum of Fifty Pounds for every such failure and such penalty may be deducted by the Postmaster-General for the time being from any moneys due or to accrue due to the Contractors under the terms of the said Contract Provided always that if any of the steamers employed in conveying the Mails as aforesaid shall call at Milford Sound then in every such case six days will be allowed for the passage to from and between Hobart Town and the Bluff (Invercargill) instead of five

days as hereinbefore mentioned and no penalty will be enforced provided the Mails are delivered within such six days And provided also that no penalty as hereinbefore mentioned will be enforced in case the Mails are delayed beyond the specified time by tempestuous weather or by accident which the Captain of the steamer could not control AND WHEREAS the Contractors have been required to give security for the due performance of the said Contract and the said JOHN MACFARLANE and JAMES MACFARLANE jointly and severally have agreed to enter into the above written obligation NOW THE CONDITION of the above written obligation is such that if the Contractors their executors or administrators do and shall in all things perform and fulfil the said Contract and all matters and things as aforesaid on their parts and behalf agreed to be observed performed and fulfilled Then this obligation shall be void or else remain in full force and virtue.

JAMES M'MECKAN,
By his Attorney,
J. H. BLACKWOOD.
J. H. BLACKWOOD.
JAMES MACFARLANE.
JOHN MACFARLANE.

Signed sealed and delivered by the within-named
J. H. BLACKWOOD in the presence of

J. F. OGDEN.

Signed sealed and delivered by the within-named
JAMES MACFARLANE and JOHN MACFARLANE in the presence of

W. LODGE.

HOBART TOWN TO LAUNCESTON.

For Correspondence as to this service, see House of Assembly Paper No. 29 of Session II. 1877, pages 4 to 10 inclusive. The Bond has not yet been executed.