

(No. 75.)



1857.

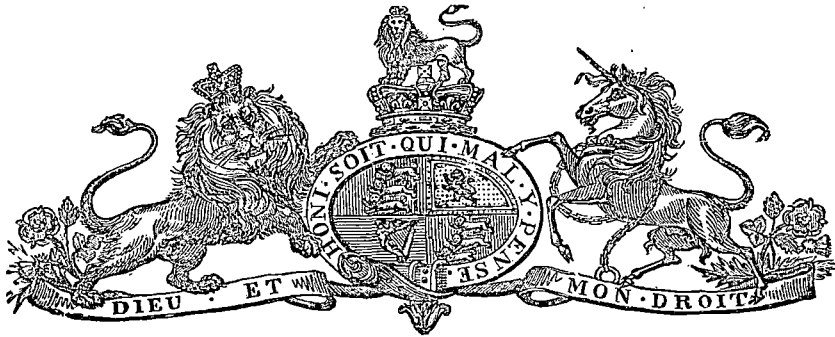
T A S M A N I A.

STEAM POSTAL COMMUNICATION.

DESPATCHES.

Return to Address : 12 November, 1857. (*Mr. Chapman.*)

Laid upon the Table by Mr. Colonial Treasurer, and ordered by the House to be printed,
13 February, 1858.



Downing-street, 11 December, 1856.

SIR,

I HAVE the honour to enclose for your use and information some printed copies of the Contract for the conveyance of Her Majesty's Mails between this country and Australia.

I have, &c.

H. LABOUCHERE.

Governor Sir H. E. F. YOUNG, Knt.

AUSTRALIAN MAILS.

Articles of Agreement made the fourteenth day of October, in the year of Our Lord one thousand eight hundred and fifty-six, between John Orr Ewing, of Ratho, Mid Lothian, gentleman; Walter Buchanan, of Shandon, merchant; Allan Gilmour, of Eaglesham, Renfrewshire, gentleman; John Stirling, of Kippendarie, gentleman; John Dunbar, of Holme, merchant; James Galbraith, of Glasgow, merchant; Niel Black, of Dunoon, merchant; John Houldsworth, of Glasgow, merchant; William Connal, of Glasgow, merchant; all in that part of the United Kingdom of Great Britain and Ireland called Scotland: and Thomas Augustus Gibb, of London, merchant; and Robert Smith and John Pender, both of Manchester, in the county palatine of Lancaster, merchants; directors of The European and Australian Royal Mail Company (Limited), of the one part, and The Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland (for and on behalf of Her Majesty) of the other part.

WITNESS, That the said John Orr Ewing, Walter Buchanan, Allan Gilmour, John Stirling, John Dunbar, James Galbraith, Niel Black, John Houldsworth, William Connal, Thomas Augustus Gibb, Robert Smith, and John Pender (hereinafter designated as the said Company), in consideration of the payments hereinafter stipulated to be made, do, for and on behalf of the said Company, and separately for themselves, their heirs, executors, and administrators, and each and every of them, doth for himself, his heirs, executors, and administrators, hereby covenant, promise, and agree to and with the said Commissioners, that they, the said Company, shall and will, at their own cost and charge, at all times during the continuance of this Contract, diligently, faithfully, and to the satisfaction of the said Commissioners for the time being, convey Her Majesty's Mails which shall at any time or times, and from time to time, by the said Commissioners, or Her Majesty's Postmaster-General, or any of the officers or agents of the said Commissioners, or Her Majesty's Postmaster-General, be required to be conveyed monthly each way between Southampton, in England, and Alexandria, in Egypt; and between Suez, in Egypt, and Sydney, in Australia, by means of full power steam vessels (not less than six), supplied with first-rate appropriate steam engines.

That the vessels to be employed in conveying the said Mails between Southampton and Alexandria shall be of not less than one thousand six hundred tons register, N.M., each, and each to be furnished with engines of not less than four hundred horse-power, Admiralty measurement; and that the vessels to be employed in conveying the said Mails between Suez and Sydney shall be of not less than two thousand two hundred tons register, N.M., each, and shall each be furnished with engines of not less than five hundred and thirty horse-power, Admiralty measurement.

That the said Company shall also provide during the continuance of this Contract a substantial and efficient steam vessel or vessels, on board of which the said Company shall and will convey Her Majesty's Mails between Marseilles, in France, and the Island of Malta in the Mediterranean; and that the said vessel or vessels to be so employed shall be of not less than five hundred tons burthen register, N.M., and to be supplied with first-rate appropriate steam engines, of not less than two hundred horse-power, Admiralty measurement.

That all the vessels employed under this Contract shall be always supplied and furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, oil, tallow, provisions, anchors, cables, fire pumps, and other proper means for extinguishing fire, lightning conductors on Sir Snow Harris's or other approved principle, charts, chronometers, proper nautical instruments, medicines, medicaments, and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the service hereby contracted to be performed, and also manned and provided with competent officers, with appropriate certificates granted pursuant to the Act 17 and 18 Victoria, cap. 104, or to the Act or Acts in force for the time being relative to the granting certificates to officers in the merchant service; and also a medical officer to be approved of by the said Commissioners, and who shall give medical attendance, medicines, and medicaments gratis to all persons conveyed under or by virtue of this agreement, or whose passage money may be paid for in whole or in part by the public, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men to be in all respects as to vessels, engines, equipments, officers, engineers, and crew, subject in the first instance and from time to time, and at all times afterwards to the approval of the said Commissioners, and of such other persons as shall at any time or times, or from time to time have authority under the said Commissioners to inspect and examine the same; and the said Company shall, if required by the said Commissioners, submit the designs, plans, and sections of all and every vessel building or to be built, and intended to be employed in the performance of this Contract to the said Commissioners, and be bound to adopt such fittings, scantling, and such dispositions of hatchways as the said Commissioners shall declare in writing to be necessary for carrying such armament as the said Commissioners shall consider suitable and requisite.

That the vessels proceeding from and to Southampton in the performance of this Contract shall touch at Malta, and the vessels from and to Suez shall touch at Point de Galle, in Ceylon, and Melbourne, in Australia, on their outward voyages, and at Melbourne, King George's Sound, and Point de Galle on their homeward voyages, and the vessels may touch at Aden on the outward and homeward voyages, and at King George's Sound on the outward voyage, to coal if necessary; and the said Company shall convey in the said vessels to and from, and cause to be delivered and received at each of the ports or places to or at which the said vessels are to or may proceed or touch, in performance of this Contract, all such of Her Majesty's Mails as shall or are to be delivered or received thereat.

That one of such vessels of not less than two thousand two hundred tons register, N.M., so approved of, and equipped and manned as aforesaid, shall, on the eighteenth day of the month of January, one thousand eight hundred and fifty-seven, or on such other day of that month as the said Commissioners may determine for the first time, and once in every succeeding calendar month, on such day of each month, and at such hour as shall at any time or times, or from time to time, be appointed by the said Commissioners, and immediately after Her Majesty's Mails are embarked, put to sea from Sydney aforesaid, and proceed without loss of time to Suez, touching at, but only at, the intermediate ports or places hereinbefore mentioned or referred to, at which Her Majesty's Mails are to be delivered and received; and that one other of such vessels of not less than two thousand two hundred tons register, N.M., so approved of, and equipped and manned as aforesaid, shall, on the first day of the month of March, one thousand eight hundred and fifty-seven, or on such other day of that month as the said Commissioners may determine for the first time, and once in every succeeding calendar month, and at such hour as shall at any time or times, or from time to time, be appointed by the said Commissioners, and immediately after Her Majesty's Mails are embarked, put to sea from Suez aforesaid, and proceed without loss of time to Sydney, touching at, but only at the intermediate ports or places as hereinbefore mentioned or referred to, at which Her Majesty's Mails are to be delivered and received.

That on the arrival of every Mail at Alexandria from Sydney, the said Company shall and will without loss of time cause the same to be embarked on board one of the said vessels of not less than one thousand six hundred tons register, N.M., and which vessel shall proceed forthwith to Southampton, and there deliver the said Mails, touching only at Malta, as hereinbefore mentioned.

That one other of such vessels of not less than one thousand six hundred tons register, N.M., so approved of, and equipped and manned as aforesaid, shall, on the fourteenth day of the month of February, one thousand eight hundred and fifty-seven, or on such other day of that month as the said Commissioners may determine for the first time, and once in every succeeding calendar month on such day of each month, and at such hour as shall at any time or

times, or from time to time, be appointed by the said Commissioners, and immediately after Her Majesty's Mails are embarked, put to sea from Southampton, and proceed to Alexandria, touching only at Malta, as hereinbefore mentioned.

That on the arrival of every Mail at Suez from the United Kingdom, the said Company shall and will, without loss of time, cause the same to be embarked on board one of the said vessels of not less than two thousand two hundred tons register, N.M., and which vessel shall proceed forthwith to Sydney, calling at Point de Galle and Melbourne, as hereinbefore mentioned.

That the said Company shall deliver the homeward Mail at Southampton in one thousand two hundred and twenty-four hours from the hour of its departure from Sydney, exclusive of the time taken for conveying the Mails from the shore at Suez to the shore at Alexandria, when the Mails can and shall be conveyed between the said vessels and the said shores by the said Company, or from their steam vessels at Suez to their steam vessels at Alexandria, where the regulations of the Egyptian Government prohibit the use of the boats of the said Company from conveying the Mails between their vessels and the said shores, and exclusive of any time which the said vessels are hereby authorised to remain at Melbourne, and so that the said Mails shall be conveyed from Sydney to Melbourne in sixty hours, from Melbourne to Suez in eight hundred and sixty-four hours, and from Alexandria to Southampton in three hundred hours, the said Company, however, on the homeward voyage from Sydney to Suez being allowed an additional twenty-four hours for touching at King George's Sound, until such time as lights for the guidance of vessels approaching and navigating King George's Sound shall be fixed and exhibited.

That the said Company shall deliver the Outward Mail at Sydney in one thousand two hundred and ninety-six hours from the hour of its departure from Southampton, exclusive of the time taken for conveying the Mails from the shore at Alexandria to the shore at Suez, or from their steam vessels at Alexandria to their steam vessels at Suez, as the case may be, as hereinbefore specified, and exclusive of any time which the said vessels are hereby authorised to remain at Melbourne, and so that the said Mails shall be conveyed from Southampton to Alexandria in three hundred hours, from Suez to Melbourne in nine hundred and thirty-six hours, and from Melbourne to Sydney in sixty hours.

That whenever there shall not be any regulation of the Pasha of Egypt to prevent the said Company from conveying the Mails between their vessels at Alexandria and Suez respectively, and the shore, the said Company shall convey the Mails between such vessels and the shore as at other places where the Mails are to be landed and received under this contract.

That the said vessels between Sydney and Suez, on the outward and homeward voyages, shall stay at Melbourne the authorised time, and in addition thereto, any Sunday, Christmas Day, or Good Friday; should any of the said vessels, whilst employed in the performance of this Contract, be at Melbourne on each or any of those days. And it is hereby agreed, that if the said Company fail, from whatever cause arising, to deliver the Mails at Southampton or Sydney, in the respective periods hereinbefore agreed, then and in such case the said Company shall forfeit and pay to Her Majesty, her heirs and successors, the sum of fifty pounds for the first twenty-four hours, a further sum of one hundred pounds for the second twenty-four hours, a further sum of one hundred and fifty pounds for the third twenty-four hours, and a further sum for every succeeding twenty-four hours, increasing the amount each twenty-four hours fifty pounds; and so on for every twenty-four hours for any time consumed on the respective voyages beyond the number of hours as hereinbefore respectively agreed: Provided always, that the full amount of such penalties, on any one voyage, shall never exceed the sum of seven thousand seven hundred and eight pounds six shillings and eight pence; and such penalties shall in no case whatever be relinquished: Provided further, and the said Commissioners for and on behalf of Her Majesty do hereby covenant and agree to pay to the said Company a premium of thirty pounds for each and every twenty-four hours within which the said Mails shall be delivered less the number of hours hereby covenanted for the delivery of the same respectively at Sydney and Southampton. And it is hereby agreed that, weather permitting, the Mails from Geelong are to be brought on deck before reaching Port Phillip Heads, and on the mail boat coming alongside, the Mails shall be lowered into it, but in the event of the mail boat not coming alongside before the Health Officer has left the ship, the vessel is not to be required to wait.

And the said Company do hereby further agree with the said Commissioners, that on the arrival of every vessel employed under this Contract at Malta from Alexandria, the said Company shall and will, with all possible despatch, convey Her Majesty's Mails from Malta to Marseilles aforesaid, and there deliver the same, to whom and as the said Commissioners may direct. And further, that the said Company shall and will convey Her Majesty's Mails from Marseilles aforesaid to Malta, from time to time, so as there to meet every steam vessel leaving the United Kingdom under this Contract for Alexandria, and shall deliver the said Mails at Malta accordingly.

That if they, the said Company, fail to provide an efficient vessel in accordance with the terms of this Contract, ready to put to sea on the appointed day, and at the appointed hour, at each of the appointed places, then and in such case, and as often as the same shall happen, the

said Company shall forfeit and pay unto Her Majesty, her heirs and successors, the sum of one hundred pounds, and also the further sum of one hundred pounds for every successive twenty-four hours which shall elapse until such vessel shall actually proceed to sea on her voyage in the performance of this Contract.

That the said Company shall at all times, during the continuance of this Contract, have in constant readiness for the due execution of the service hereby contracted to be performed, vessels equal in tonnage and efficiency to those hereinbefore stipulated to be provided, and shall in every case of any of the said vessels becoming disabled, immediately, at their own cost and charge, replace the same by good and efficient vessels of similar tonnage, obtained by hire or otherwise.

That the said Company shall receive and allow to remain on board each of the said vessels so to be and while employed in the performance of this Contract, and also while remaining at each or either of the ports or places for return Mails and with or without Mails in charge an officer in Her Majesty's Navy, to be appointed by the said Commissioners to take charge of the said Mails, and that every such officer shall be recognised and considered by the said Company and their officers, agents, and seamen as the agent of the said Commissioners in charge of Her Majesty's Mails, and as having full authority in all cases to require a due and strict execution of this Contract on the part of the said Company, their officers, servants, and agents, and to determine every question whenever arising, relative to proceeding to sea, or putting into harbour, or to the necessity of stopping to assist any vessel in distress, or to save human life, and that the decision of such officer as aforesaid shall in each and every such case be final and binding on the said Company, unless the said Commissioners, on appeal by the said Company shall think proper to decide otherwise; but it is understood the above expression "to determine every question" shall not confer upon such officer the power of compulsion in such cases.

That if the said Commissioners at any time or times think fit, they shall be at liberty in any case or cases to substitute for the said naval officer an officer in the service of Her Majesty's Postmaster General to have charge of the said Mails, and in such case or cases any such last-mentioned officer shall be received and be allowed to remain on board each of the said vessels as is hereinbefore provided with respect to any such naval officer; but when any officer in the service of her Majesty's Post Office has the charge of the said Mails his duties shall be confined to Post Office business.

That a suitable first-class cabin, with appropriate bed, bedding, and furniture, shall, at the cost of the said Company, be provided and appropriated by them for and to the exclusive use and for the sole accommodation of every such naval or other officer, and also a proper and convenient place of deposit on board, with secure lock and key, for Her Majesty's Mails; and that each and every of the said officers shall be victualled by the said Company as a chief cabin passenger, without any charge being made either for his passage or victualling.

That Her Majesty's Mails shall be delivered and received at each of the places to which the said vessels are to proceed in the performance of this Contract, and that at each port or place where the said Mails are to be delivered and received the said officer having charge of Her Majesty's Mails shall, whenever and as often as by him deemed practicable or necessary, be conveyed on shore, and also from the shore to the vessel employed for the time being in the performance of this Contract, together with or (if such officer consider requisite for the purposes of this Contract) without Her Majesty's Mails in a suitable and seaworthy boat of not less than four oars, to be furnished with effectual covering for the mail bags, and properly provided, manned, and equipped by the said Company, and that the directions of the said officer shall in all cases be obeyed as to the mode, time, and place of receiving and delivering Her Majesty's Mails.

That if the said Commissioners shall, during the continuance of this Contract, or of any part thereof, think fit to intrust the charge and custody of the Mails to the masters of all or any of the vessels to be employed in the performance of this contract, and in all cases when the officer or other person appointed by the said Commissioners to have charge of Her Majesty's Mails shall be absent, the Masters of all or any of such vessels shall, without any charge to the public, take due care of, and the said Company shall be responsible for the receipt, safe custody, and delivery of the said Mails, and each of such masters shall make the usual oath or declaration or declarations required, or which may hereafter be required by Her Majesty's Postmaster-General, in such and similar cases, and furnish such journals, returns, and information to and as, and perform such services as the said Commissioners or any of their agents may require, and every such Master having the charge of such Mails shall himself, immediately on the arrival at any of the said ports or places of any vessel so conveying the same, deliver all Her Majesty's Mails for such port or place into the hands of the Postmaster of the Port or place where such Mails are to be delivered, or into the hands of such other person as the said Commissioners shall direct and authorise to receive the same, receiving in like manner all the return or other Mails to be forwarded in due course.

That the said Company shall not, nor shall any of the Masters of any of the vessels employed to be employed under this Contract, receive or permit to be received on board any of the ves-

sels employed under this Contract, any letters for conveyance other than those duly in charge of the said naval officer, or other person authorised to have charge of the said Mails, under or by virtue of this Contract, or which are or may be privileged by law, and the said naval officer or other person shall report to the said Commissioners any default in this respect, and in case of any such default the said Company shall be liable to be proceeded against for a breach of this Contract.

That every naval officer authorised to have the charge of the said Mails shall, either alone or with such other persons as he may consider necessary, have full power and authority as often as he may deem it requisite to examine and survey, in such manner and with the assistance of such persons as he may think proper, any of the vessels employed or to be employed in the performance of this Contract, and the hulls, machinery, equipments, and crew thereof, on his giving reasonable notice in writing, to the Master for the time being of the vessel about to be examined, or to the person acting as such, of such his intention, and if any defect or deficiency be ascertained and notice thereof in writing be given to such Master or person, and if the said Master shall not immediately, or as soon as possible, thereupon remedy, replace, or effectively repair or make good every such defect or deficiency, the said Company shall, in every such case, forfeit and pay to Her Majesty, her heirs and successors, the sum of two hundred pounds, but the payment of such penalty shall not in any wise release or discharge the said Company from remedying, replacing, or effectively repairing or making good such deficiency or defect, or from being considered to have committed a breach of this Contract. And that the said Commissioners shall also have full power whenever and as often as they may deem it requisite to survey, by any of their officers or agents, all or every the vessels employed and to be employed in the performance of this Contract, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, equipments, and the officers, engineers, and crew of every such vessel; and the said vessels shall be opened in their hulls whenever the said officers may require, and if any such vessels, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments shall on any such survey be declared, by any of such officers or agents, unseaworthy, or not adapted to the service hereby contracted to be performed, or if the said Commissioners shall deem it necessary or expedient that any alteration or improvement shall be made therein, or any part thereof, in order to keep pace with the more advanced state of science, every vessel which shall be disapproved of, or in which such deficiency, defect, or want of improvement shall appear, shall be deemed inefficient for any service hereby contracted to be performed, and shall not be employed again in the conveyance of Her Majesty's Mails until such defect or deficiency shall have been repaired or supplied, or the alterations or improvements, as the case may be, shall have been made to the satisfaction of the said Commissioners, and if employed before such defect or deficiency shall have been supplied, or such alterations or improvements, as the case may be, shall have been made to the satisfaction of the said Commissioners, the said Company shall forfeit and pay to Her Majesty, her heirs and successors, the sum of five hundred pounds.

That the said Company, and all commanding and other officers of the vessels to be employed in the performance of this Contract, and all agents, seamen, and servants of the said Company shall at all times, during the continuance of this Contract, punctually attend to the orders and directions of the said Commissioners, or of any of their officers or agents, as to the landing, delivering, and receiving Her Majesty's Mails.

That the said Company shall and will, when and as often as in writing they or the masters of their respective vessels shall be required so to do by the said Commissioners, or by such naval or other officers or agents acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed, and the accommodation to be provided for him or them), receive, provide for, victual, and convey to and from and between the places to which any of the vessels are to proceed in the performance of this Contract, on board each and every or any of the vessels to be employed in the performance of this Contract (in addition to the naval or other officer authorised to have charge of the said Mails), any number of naval, military, and civil officers in the service of Her Majesty not exceeding four in any one ship, with or without their wives and children, as chief cabin passengers; and any number of non-commissioned and warrant officers or civilians in Her Majesty's service not exceeding two in any one ship, with or without their wives and children, as fore cabin passengers, together with the servants of both chief and fore cabin passengers, and any number of seamen, marines, soldiers, or artificers in Her Majesty's service not exceeding ten in any one ship, with or without their wives and children, as deck passengers, to be always provided with effectual protection from rain, sun, and bad weather, and not exposed on deck without such competent shelter, a fortnight's notice being given, if practicable, to the said Company, or to their agent at the port of embarkation, and all such passengers shall be permitted to ship the quantity of baggage allowed by the said Company to ordinary passengers of similar rank, free of all charge for the conveyance of the same.

That commissioned officers, their wives and children, shall be considered as chief cabin passengers; non-commissioned officers and warrant officers, their wives and children, as fore cabin passengers; and seamen, marines, private soldiers, artificers, and their wives and children, as deck passengers; and the said servants (in respect of accommodation) as the servants of chief cabin passengers.

That the victualling of officers, their wives and children, conveyed as chief cabin passengers, shall be the same as is usually allowed by the said Company to chief cabin passengers, their wives and children; the victualling of non-commissioned officers, their wives and children, conveyed as fore cabin passengers, shall be the same as is allowed to the boatswain and carpenter of the said Company's steam ships; and the victualling of seamen, marines, soldiers, and artificers, their wives and children, conveyed as deck passengers, shall be the same as is allowed to the seamen of the said Company's steam ships; and the victualling of the servants of officers, whether chief or fore cabin passengers, shall be the same as the servants of other chief or fore cabin passengers.

That the passage money shall be paid in full of all charge for mess, including a pint of port or good foreign white wine, and one bottle of malt liquor per day for each officer conveyed as a chief cabin passenger, and half a gill of spirits per day, or an equivalent, if not issued for each warrant officer, non-commissioned officer, seaman, marine, soldier, artificer, and servant, conveyed as a fore cabin or a deck passenger, at and after the rates charged by the said Company for ordinary passengers of a similar description, the said Company carrying children under three years of age free, and charging for male servants one-half and for female servants two-thirds of the rates charged for their employers.

That the payment for the passage ordered at the expense of the public for any person shall only be made on the production of the order for the passage and of a certificate from the person in the following form; namely,—

"I hereby certify, that on the _____ embarked
at _____ as a _____ passenger on board the
Mail Steam Packet _____ for a passage to _____
and landed at _____ on the _____."

To this certificate the following addition is to be made in every case of a male cabin passenger; namely,—

"I further certify that the first dinner meal taken on board was on the _____
and the last dinner meal on the _____
Dated this _____ day of _____."

And the correctness of the dates must be corroborated by the Master of the packet and by the signature of the passenger underneath.

"The dates inserted in this certificate are correct.

"(Signature—

" Master of the Packet.

"(Signature.)

" Passenger."

That the passage money for the families and wives of officers shall be paid to the said Company by the officers themselves, at the rates charged for ordinary passengers of a similar description, their children under three years of age being conveyed free of charge.

That the passengers hereinbefore mentioned or referred to are to be exclusive of any men to be sent home under the provisions of the Act 17 and 18 Victoria, cap. 104, the rate of passage for whom is to be, and to be paid for, in accordance with the provisions of that Act.

That whenever the said Company shall convey any soldiers or deck passengers other than those specially provided for by this Contract the said Company shall provide them with adequate protection from rain, sun, and bad weather; and they shall not be exposed on deck without such competent shelter.

That all and every the sums of money hereby stipulated to be forfeited and paid by the said Company unto Her Majesty, her heirs and successors, shall be considered as stipulated or ascertained damages, and shall and may be deducted and retained by the said Commissioners out of any monies payable, or which may thereafter be payable, to the said Company; or the payment may be enforced as a debt due to Her Majesty, with full costs of suit at the discretion of the said Commissioners.

That the said Company shall and will receive on board each and every of the said vessels employed in the performance of this Contract any number of small packages containing astronomical instruments, charts, wearing apparel, medicines, or other articles, and convey and deliver the same to, from, and between all or any of the said ports or places to or from which the said Mails are to be conveyed, in the performance of this Contract, when and as often as directed by the said Commissioners or their agents, or by the British naval officer in command of the station,

or at any port where the vessel may touch, free from all costs and charges; and also shall and will receive on board each and every of the said vessels, and convey and deliver to, from, and between all or any of the said ports or places any naval or other stores not exceeding ten tons in weight, at any one time in any one vessel, at the rate of freight charged by the said Company for private goods, on receiving from the said Commissioners, or any of their officers or agents two days' previous notice of its being their intention to have such stores so conveyed; and that the said Company shall in all cases be strictly responsible for the due custody and safe delivery of the said packages, articles, and stores: Provided always, and it is hereby agreed, that notwithstanding anything herein contained it shall be lawful for the said Company to convey the Mails between Southampton and Alexandria in vessels chartered by the said Company, and approved of by the said Commissioners, until the said steam vessels of the said Company of not less than one thousand six hundred tons are ready; which last-mentioned vessels the said Company hereby agree shall be ready and shall perform the said service as soon as practicable. And it shall also be lawful for the said Company to convey the Mails from Suez to Sydney three times in the year one thousand eight hundred and fifty-seven, and from Sydney to Suez three times in the year one thousand eight hundred and fifty-seven, but on no other occasions, in vessels of not less than one thousand eight hundred tons new measurement, and being full power steamers, touching on each of the voyages at Point de Galle and Melbourne on the outward passage, and at Melbourne, King George's Sound, and Point de Galle on the homeward passage; and with regard to such six exceptional voyages, if the same shall have been performed to the satisfaction of the said Commissioners, such allowance shall be made for extra time for the same as the said Commissioners shall in their discretion think fit. And it is hereby agreed, that all clauses, penalties, stipulations, and conditions contained in this Agreement shall, as far as practicable, be made applicable to and shall apply to such last-mentioned vessels, and also to any such chartered vessels as aforesaid, and to the voyages performed by them respectively, and to the said Company in respect thereof. And it is hereby agreed, that in the event of an entire stoppage of Her Majesty's Mails through Egypt the circumstances shall be investigated by the said Commissioners, in order that the said Commissioners may come to such determination as in their opinion the circumstances of the case may require.

That if at any time or times during the continuance of this Contract, the said Commissioners shall deem it requisite to alter the particular days, times, and hours of departure from and arrival at any of the ports or places to or from which Her Majesty's Mails are to be conveyed under or by virtue of this Contract they shall be at liberty at any time or times, or from time to time to alter the days and hours of departure and arrival, on giving notice in writing of such their intention to the said Company, but so that such alteration be so arranged as not to involve the necessity of employing a greater number of vessels than were or ought to have been employed under this Contract previously to any such alteration; and any such notice if applicable to vessels employed on the western side of the Isthmus of Suez, to be a three calendar months' notice, and if applicable to vessels proceeding from Sydney or other ports on the eastern side of such Isthmus, such notice to be a six calendar months' notice, and the particular days, times, and hours of departure from and arrival at such ports or places which may be appointed by any such alteration in force for the time being, shall be deemed to be the days, times, and hours of departure and arrival of Her Majesty's Mails under this Contract, and shall be observed and kept by the said Company accordingly.

And in consideration of the due and faithful performance by the said Company of all the services hereby contracted to be by them performed, the said Commissioners do hereby agree that there shall be paid to the said Company so long as they perform the whole of the said services in the manner and with such vessels as herein provided, by bills payable seven days from and after the respective dates thereof, by Her Majesty's Paymaster-General, a sum after the rate of ONE HUNDRED AND EIGHTY-FIVE THOUSAND POUNDS per annum, a proportionate part of such sum to be paid on the completion of each entire voyage, each performance of the postal service hereinbefore covenanted, to be performed between Sydney and the United Kingdom, and between Malta and Marseilles, or between the United Kingdom and Sydney, and between Marseilles and Malta, being deemed an entire voyage; and on the production by the said Company from time to time to the Accountant-General of the Navy of three certificates that the service has been duly performed, that is, one certificate from each of the three officers severally having charge of the said Mails in the following form, payment is to be made accordingly, subject to any abatement on account of penalties or other sums which may be payable by the said Company, and with the proper addition if any premium has been acquired.

Form of the said Certificate.

“ I hereby certify to the Lords Commissioners of the Admiralty, that H.M. Mails were embarked and received into my charge, on board _____ day of _____ at _____ A.M. or P.M., at _____ and were landed at _____ on the _____ day of _____ at _____ A.M. or P.M.”

Provided always, that a deduction after the rate of one thousand five hundred pounds per annum shall be made from the said annual payment of one hundred and eighty-five thousand pounds in case and so long as or while no accommodation shall be required by the said Commissioners for a naval or other officer of Her Majesty in charge of the Mails: And it is hereby agreed that the said Commissioners for executing the Office of Lord High Admiral shall at any time during the continuance of this Contract, if they shall consider it necessary for the public interest, have power and be at liberty to purchase all or any of the said vessels of the said Company at a valuation, or to charter the same exclusively for Her Majesty's service, at a rate of hire to be mutually fixed and agreed on by them and the said Company; but if any difference should at any time or times arise as to the amount of valuation or hire so to be paid, such difference shall be referred to two arbitrators, one to be chosen from time to time by the said Commissioners, and the other by the said Company, and if such arbitrators shall at any time or times not agree in the matter or question referred to them, then such question in difference shall be referred by them to an umpire, to be chosen by such arbitrators before they proceed with the reference to them, and the joint and concurrent award of the said arbitrators, or the separate award of the said umpire, when the said arbitrators cannot agree, shall be binding and conclusive upon all parties, and that the said Commissioners, in the case of hiring any such vessel, shall return the same to the said Company in the same state and condition as she was in at the time of any such hiring, reasonable wear and tear excepted, and if any difference should arise upon that point, the same shall be settled in the same manner as the amount for the hiring is to be settled in case of difference. And it is further agreed that in case of such purchase or hire, the service hereby contracted to be performed shall be performed by other vessels of the Company of a similar description to the vessels or vessel purchased or hired, if they can in due and proper time furnish them such other vessels as to construction, machinery, equipment, and crew, to be subject to the same approval as other vessels employed under this Contract. And it is agreed that any submission which may be made to arbitration in pursuance of this Contract shall be made a Rule of Her Majesty's Court of Exchequer, pursuant to the statute in that case made and provided, and that any witnesses examined upon reference may be examined upon oath. And it is hereby agreed, that the whole postage of all mails, despatches, and letters of every description conveyed in the vessels employed under this Contract, whether carried from or out of Her Majesty's dominions or otherwise, shall belong to Her Majesty and shall be at the disposal of Her Majesty's Postmaster-General. And it is hereby agreed and declared, that this Contract shall commence on the day of the date hereof, and shall continue in force for five years from the day on which the first vessel shall commence her voyage from Sydney, in the performance of this Contract, and at the expiration of such five years this Contract shall determine accordingly, but not so as to prevent either of the said parties hereto availing themselves of this Contract for recovering any sum of money or damages, should there have been any breach of this Contract previously to the determination of the same. And it is hereby distinctly understood, that the said Company shall undertake for themselves all arrangements relative to quarantine, as connected with the due and regular performance of the conditions of this Contract. And it is hereby further agreed and provided, that without the consent of the said Commissioners, signified in writing, under the hand of one of their secretaries, neither this Contract nor any part thereof, shall be assigned, underlet, or disposed of, and that in case of the same or any part thereof being assigned, underlet, or otherwise disposed of, without such consent signified as aforesaid, or in case of breach of this Contract on the part of the said Company, either by habitual negligence or wilful default, it shall be lawful for the said Commissioners for executing the said Office of Lord High Admiral (if they think fit, and notwithstanding there may or may not have been any former breach of this Contract) by writing under the hand of one of their secretaries for the time being, to determine this Contract, without any previous notice to the said Company or their agents, nor shall the said Company be entitled to any compensation in consequence of such determination, but if even this Contract be so determined, the payment of the sum of money hereinafter agreed to be made shall be enforced should the same be not duly paid by the said Company, and the said Company shall continue liable for any liability which they may have incurred previous to any such determination. And it is also agreed that the notices or directions which the same Commissioners or their secretary, officers, or other persons are hereby authorised and empowered to give to the said Company, their officers, servants, or agents may, at the option of such Commissioners or their secretary, officers, or other persons be either delivered to the master of any of the said vessels, or other officer or agent of the said Company in charge or management of any vessel employed in the performance of this Contract, or may be left for the said Company at their office or house of business in Glasgow, or at their or any of their last known places of business or abode, and any notices or directions so given or left shall be binding on the said Company. And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22nd year of the reign of King George 3rd, entitled "An Act for restraining any person concerned in any contract, commission, or agreement made for the public service from being elected or sitting and voting as a member of the House of Commons," it is hereby expressly declared and agreed, and these Presents are upon this express condition, that no member of the House of Commons is or shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom. And it is hereby agreed that if, when this Contract terminates, any vessels or vessel should have started or should start with the Mails, in conformity or in intended conformity with this Contract, such voyage or voyages shall be continued and per-

formed, and the Mails be delivered and received during the same, as if this Contract remained in force with regard to any such vessels and services, but the said Company shall not be entitled to any payment or compensation for the same. And lastly, for the due and faithful performance of all and singular the covenants, conditions, provisoes, clauses, articles, and agreements hereinbefore contained, which on the part and behalf of the said Company are or ought to be observed, performed, fulfilled, and kept, the said Company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the sum of twenty-five thousand pounds of lawful money of the United Kingdom, to be paid to our said Lady the Queen, her heirs and successors, by way of stipulated or ascertained damages hereby agreed upon between the same Commissioners and the said Company in case of the failure on the part of the said Company in the due execution of this Contract or any part thereof.

In witness whereof the said parties to the presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered (being first duly stamped) by the said Walter Buchanan, Allan Gilmour, John Stirling, and William Connal, in the presence of

FREDERICK TREVOR,
Collector of Customs at Glasgow.

Signed, sealed, and delivered by the said John Dunbar, in the presence of

SARAH A. FALCONER,
Postmistress, Croy Ardersier.

Signed, sealed, and delivered by the said John Orr Ewing, James Galbraith, John Houldsworth, Thomas Augustus Gibb, Robert Smith, and John Pender, in the presence of

ANTONIO BRADY.

Signed, sealed, and delivered by the said Niel Black, and the said Commissioners, in the presence of

JOHN DOUTTY.

JOHN ORR EWING (L.S.)

WALTER BUCHANAN (L.S.)

ALLAN GILMOUR (L.S.)

JOHN STIRLING (L.S.)

JOHN DUNBAR (L.S.)

JAMES GALBRAITH (L.S.)

NIEL BLACK (L.S.)

JOHN HOULDSWORTH (L.S.)

WILLIAM CONNAL (L.S.)

T. A. GIBB (L.S.)

R. SMITH (L.S.)

JOHN PENDER (L.S.)

PETER RICHARDS (L.S.)

ALEX. MILNE (L.S.)

TIME-TABLE—MAILS BETWEEN ENGLAND AND AUSTRALIA.

OUTWARDS.

		1857.											1858.
		FEB.	MARCH.	APRIL.	MAY.	JUNE.	JULY.	AUGUST.	SEPT.	OCT.	NOV.	DEC.	JAN.
SOUTHAMPTON	DEPARTURE Noon	Feb. 24,	March 12,	April 12,	May 12,	June 12,	July 12,	Aug. 12,	Sept. 12,	Oct. 12,	Nov. 12,	Dec. 12,	Jan. 12,
LONDON, <i>via</i> Marseilles	DEPARTURE Evening	" 28,	" 16,	" 16,	" 16,	" 16,	" 16,	" 16,	" 16,	" 16,	" 16,	" 16,	" 16,
ALEXANDRIA	ARRIVAL..	March 8,	" 24,	" 24,	" 24,	" 24,	" 24,	" 24,	" 24,	" 24,	" 24,	" 24,	" 24,
SUEZ	DEPARTURE	" 11,	" 27,	" 27,	" 27,	" 27,	" 27,	" 27,	" 27,	" 27,	" 27,	" 27,	" 27,
MELBOURNE	ARRIVAL.. STAY....	April 19, One day.	May 5, One day.	June 5, One day and a half.	July 5, One day and a half.	Aug. 5, One day and a half.	Sept. 4, One day and a half.	Oct. 5, One day and a half.	Nov. 5, One day and a half.	Dec. 5, One day and a half.	1858. Jan. 5, One day and a half.	1858. Feb. 4, One day and a half.	March 7, One day.
	DEPARTURE	" 20.	" 6,	" 6,	" 6,	" 6,	" 5,	" 6,	" 6,	" 6,	" 6,	" 5,	" 8,
SYDNEY	ARRIVAL .. INTERVALS FOR REPLIES	" 22,	" 9, 48 hours.	" 9, 48 hours.	" 9, 48 hours.	" 9, 48 hours.	" 8, 72 hours.	" 9, 48 hours.	" 9, 48 hours.	" 9, 48 hours.	" 9, 48 hours.	" 8, 72 hours.	" 10, 12 hours.

HOMEWARDS.

		1857.										1858.	
		APRIL.	MAY.	JUNE.	JULY.	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH.
SYDNEY	DEPARTURE Noon	April 11,	May 11,	June 11,	July 11,	Aug. 11,	Sept. 11,	Oct. 11,	Nov. 11,	Dec. 11,	Jan. 11.	Feb. 11,	March 11,
MELBOURNE.....	ARRIVAL .. STAY....	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, Two days.	" 13, One day.	" 13, Two days.
	DEPARTURE	" 15,	" 15,	" 15,	" 15,	" 15,	" 15,	" 15,	" 15,	" 15,	" 15,	" 14,	" 15,
SUEZ.....	ARRIVAL ..	May 23,	June 22,	July 23,	Aug. 22,	Sept. 22,	Oct. 23,	Nov. 22,	Dec. 23,	1858. Jan. 22,	Feb. 22,	March 24,	April 22,
ALEXANDRIA	DEPARTURE	" 25,	" 25,	" 25,	" 25,	" 25,	" 25,	" 25,	" 25,	1858. Jan. 25,	" 25,	" 26,	" 25,
LONDON, <i>via</i> Marseilles	ARRIVAL ..	June 2,	July 2,	Aug. 2,	Sept. 2,	Oct. 2,	Nov. 2,	Dec. 2,	Jan. 2,	Feb. 2,	March 5,	April 3,	May 2,
SOUTHAMPTON	ARRIVAL .. Midnight	" 6,	" 6,	" 6,	" 5,	" 6,	" 6,	" 6,	" 6,	" 5,	" 8,	" 7,	" 6,

TIME-TABLE—MAILS BETWEEN ENGLAND AND AUSTRALIA.

OUTWARDS.

		1857.											1858.
		FEB.	MARCH.	APRIL.	MAY.	JUNE.	JULY.	AUGUST.	SEPT.	OCT.	NOV.	DEC.	JAN.
SOUTHAMPTON	DEPARTURE	Feb. 24, Noon.	March 12, Noon.	April 12, Noon.	May 12, Noon.	June 12, Noon.	July 12, Noon.	Aug. 12, Noon.	Sept. 12, Noon.	Oct. 12, Noon.	Nov. 12, Noon.	Dec. 12, Noon.	Jan. 12, Noon.
LONDON, <i>via</i> Marseilles	DEPARTURE	March 2, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.	" 18, Evening.
ALEXANDRIA	ARRIVAL ..	" 8, Midnight.	" 24, Midnight.	April 24, Midnight.	May 24, Midnight.	June 24, Midnight.	July 24, Midnight.	August 24, Midnight.	Sept. 24, Midnight.	Oct. 24, Midnight.	Nov. 24, Midnight.	Dec. 24, Midnight.	Jan. 24, Midnight.
SUEZ	DEPARTURE	" 11, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.	" 27, Noon.
MELBOURNE	ARRIVAL..	April 19, Noon.	May 5, Noon.	June 5, Noon.	July 5, Noon.	Aug. 5, Noon.	Sept. 4, Noon.	Oct. 5, Noon.	Nov. 5, Noon.	Dec. 5, Noon.	1858. Jan. 5, Noon.	1858. Feb. 4, Noon.	March 7, Noon.
	STAY....	One day.	One day and a half.	One day and a half.	One day and a half.	One day and a half.	One day and a half.	One day and a half.	One day and a half.	One day and a half.	One day and a half.	One day and a half.	One day.
	DEPARTURE	April 20, Noon.	May 6, Midnight.	June 6, Midnight.	July 6, Midnight.	Aug. 6, Midnight.	Sept. 5, Midnight.	Oct. 6, Midnight.	Nov. 6, Midnight.	Dec. 6, Midnight.	Jan. 6, Midnight.	Feb. 5, Midnight.	March 8, Noon.
SYDNEY	ARRIVAL ..	" 22, Midnight.	" 9, Noon.	" 9, Noon.	" 9, Noon.	" 9, Noon.	" 8, Noon.	" 9, Noon.	" 9, Noon.	" 9, Noon.	" 9, Noon.	" 8, Noon.	" 10, Midnight.
INTERVALS FOR REPLIES		12 hours.	48 hours.	48 hours.	48 hours.	48 hours.	72 hours.	48 hours.	48 hours.	48 hours.	48 hours.	72 hours.	12 hours.

HOMEWARDS.

		1857.										1858.	
SYDNEY	DEPARTURE	April 11, Noon.	May 11, Noon.	June 11, Noon.	July 11, Noon.	Aug. 11, Noon.	Sept. 11, Noon.	Oct. 11, Noon.	Nov. 11, Noon.	Dec. 11, Noon.	Jan. 11, Noon.	Feb. 11, Noon.	March 11, Noon.
MELBOURNE	ARRIVAL ..	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.	" 13, Midnight.
	STAY....	Two days.	Two days.	Two days.	Two days.	Two days.	Two days.	Two days.	Two days.	Two days.	Two days.	One day.	Two days.
	DEPARTURE	April 15, Midnight.	May 15, Midnight.	June 15, Midnight.	July 15, Midnight.	Aug. 15, Midnight.	Sept. 15, Midnight.	Oct. 15, Midnight.	Nov. 15, Midnight.	Dec. 15, Midnight.	Jan. 15, Midnight.	Feb. 14, Midnight.	March 15, Midnight.
SUEZ	ARRIVAL ..	May 21, Midnight.	June 20, Midnight.	July 21, Midnight.	Aug. 20, Midnight.	Sept. 20, Midnight.	Oct. 21, Midnight.	Nov. 20, Midnight.	Dec. 21, Midnight.	1858. Jan. 20, Midnight.	Feb. 20, Midnight.	March 22, Midnight.	April 20, Midnight.
ALEXANDRIA	DEPARTURE	" 24, Noon.	" 23, Noon.	" 24, Noon.	" 24, Noon.	" 23, Noon.	" 24, Noon.	" 23, Noon.	" 24, Noon.	" 23, Noon.	" 23, Noon.	" 25, Noon.	" 23, Noon.
LONDON, <i>via</i> Marseilles	ARRIVAL ..	" 30, Noon.	" 29, Noon.	" 30, Noon.	" 29, Noon.	" 29, Noon.	" 30, Noon.	" 29, Noon.	" 30, Noon.	" 29, Noon.	March 1, Noon.	" 31, Noon.	" 29, Noon.
SOUTHAMPTON	ARRIVAL ..	June 5, Midnight.	July 5, Midnight.	Aug. 5, Midnight.	Sept. 4, Midnight.	Oct. 5, Midnight.	Nov. 5, Midnight.	Dec. 5, Midnight.	Jan. 5, Midnight.	Feb. 4, Midnight.	March 4, Midnight.	April 6, Midnight.	May 5, Midnight.

(CIRCULAR.)

Downing-street, 15th June, 1857.

SIR,

I TRANSMIT to you the copy of a letter from the Assistant-Secretary to the Lords Commissioners of the Treasury, with its enclosures, respecting an application from the Directors of the European and Australian Royal Mail Company that certain alterations and modifications may be made in their Contract for the conveyance of Mails between this country and Australia.

You will see that this departure from the original terms of the Contract is to be based on certain conditions set forth in the Treasury Letter, and that their Lordships' assent to the proposed arrangements will depend upon the concurrence of the several Australian Legislatures.

I have therefore to request that you will apprise me of the views of your Government on the question now brought under their notice, with the least possible delay.

I have, &c.,

H. LABOUCHERE.

Governor

SIR H. E. F. YOUNG, C.B.

(CIRCULAR.)

Treasury Chambers, 8th June, 1857.

SIR,

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to transmit to you copy of a letter and its enclosure from the Secretary to the Admiralty, relative to a request to the Directors of the European and Australian Royal Mail Company that certain alterations and modifications may be made in their Contract for the conveyance of Mails between this country and Australia; and I am to state for the information of Mr. Secretary Labouchere, that, looking to the great advantage which the Colonies would derive from a direct communication with Calcutta, both for passengers, letters, and gold—and looking also to the saving of time at Point de Galle, between that occupied in coaling the steamers and that required for merely changing the ship—My Lords, so far as they are concerned, are prepared to consent to the proposal on the following conditions:—

1. That the service shall be performed in the manner proposed, on the distinct understanding that there shall be vessels waiting at Point de Galle in order to convey the passengers between Australia and Europe, both on the outward and homeward passages, without delay; and that those passengers both ways shall have a priority over all others, so that under no possible circumstances shall they be detained; and that the traffic between Point de Galle and Calcutta shall be held to be, in every respect, subsidiary to that between the Colonies and Suez.

2. That all the vessels employed on this service shall continue to be at least of the same size and power as were provided for in the original Contract.

3. That inasmuch as the Government have already provided a bi-monthly Mail between this country and Calcutta, via Point de Galle and Madras, and which Mails now convey any letters brought from Australia to Point de Galle, My Lords cannot consent to pay any additional subsidy for the additional Mail which it is thus proposed to convey between Point de Galle, Madras and Calcutta, but that it shall be treated as a Mail carried by a transient ship sailing from Point de Galle, and *vice versa*.

4. That inasmuch as the Company is already bound to carry any Mails which the Postmaster-General may put on board between England and Point de Galle, My Lords cannot consent to pay any additional sum for Indian Letters carried outward or homeward between those points.

5. That on these terms the original Contract may be extended from five to seven years.

I am, however, to state that, inasmuch as this is a matter in which the Australian Colonies are so immediately interested, My Lords will not consent to such a material modification without their concurrence. I am to request that you will move Mr. Labouchere to communicate with the different Colonies thereon accordingly.

I am, &c.,

JAMES WILSON.

HERMAN MERIVALE, Esq.

Admiralty, S.W., 28th May, 1857.

SIR,

I AM commanded by my Lords Commissioners of the Admiralty to transmit to you, to be laid before the Lords Commissioners of Her Majesty's Treasury, the enclosed copy of a letter which my Lords have received from the Directors of the European and Australian Royal Mail Company, requesting that certain alterations and modifications may be made in their Contract for the conveyance of the Mails between this country and Australia.

I am, &c.,

W. G. ROMANIE.

JAMES WILSON, *Esq., M.P., Treasury.*

*European and Australian Royal Mail Company (limited),
12, St. Helen's Place, London, 25th May, 1857.*

SIR,

ON behalf of the Directors of the European and Australian Royal Mail Company, I have the honor to request that you will bring under the notice of the Lords Commissioners of the Admiralty the following facts relating to the working of their Postal Contract, together with a proposal for certain alterations which they consider absolutely essential to the proper working of the undertaking, and such as will afford the best guarantee for regularity and the greatest amount of accommodation to the Australian Colonies.

The distance traversed by each of the Company's vessels, according to the present plan of working to and from Australia, is about 19,000 miles, or nearly double the distance ever undertaken by Steamers without overhauling and repairing.

The chances of the machinery breaking down, and the boilers and vessel getting out of order, are greatly increased by the lengthened period the vessel is at sea, and the speed much diminished during the latter part of the voyage, in consequence of the foulness of the ship's bottom arising from the same cause.

The Directors of this Company have long felt that the irregularities which must occur from the present mode of working would probably destroy that confidence on the part of the Government and the Public which is so necessary to their success; indeed, the very highest practical authorities have given it as their decided opinion that, unless the voyage can be divided by a break at Point de Galle, the Contract cannot be performed, but that the Company must fail, and be compelled to abandon it.

The Directors are convinced that the only mode of working the Contract in such a way as to ensure success is to have a Steamer waiting at Point de Galle into which the Australian Mails and Passengers can be transhipped immediately on their arrival there.

This Steamer will be coaled and ready to start, and nearly two days therefore will be saved each way from this alone, while the condition in which it can be kept will enable it to maintain a higher rate of speed throughout the voyage than would be possible had it to run the entire distance between Australia and Suez.

As the vessels, however, cannot be docked and repaired at Point de Galle, it will be necessary to send them to Calcutta for this purpose; and the Directors therefore propose that they should work the line by running Steamers between Sydney and Point de Galle, and between Calcutta and Suez, transferring as above explained the Australian Mails and Passengers at Point de Galle, and calling at Madras on the voyage between that Port and Calcutta.

If this plan of working to and from Calcutta is adopted, it will secure a regular and direct monthly communication for the very important traffic between Australia and India, as well as for Mails, Passengers, and Gold, of the latter of which as much as one million per annum has already been offered by one of the Australian Banks, if the Company will undertake to sign through Bills of Lading and deliver it promptly.

The Directors propose to put a larger class of Steamers on between Calcutta and Suez than between Australia and Point de Galle, in order to afford a certain amount of accommodation to the Indian Passengers; but at all times they would reserve for those to and from Australia ample accommodation, letting them have the preference, and making the Indian traffic entirely subsidiary to the Australian.

To carry out this extended scheme, the Company would require three additional large and powerful Steamers, costing upwards of £300,000.

The Company have already invested considerably more than half a million, which, with the additional capital it would be necessary to raise for the purpose of building these ships and working the line, would make a total of nearly one million sterling. Up to the present time, the loss incurred in working the undertaking has been considerable, arising chiefly from the trifling quantity of Gold shipped, and the small number of outward through Passengers, the average by each Steamer having been fifteen persons only.

This, the Directors believe, is owing to a want of confidence on the part of the Public; and they therefore feel that it is only by practically proving that the voyage can be regularly performed that success is to be attained, and they again beg to repeat their decided conviction that this is not to be expected unless the distance which each Steamer has to work before being overhauled is materially diminished.

By the change now suggested, the Steamer running between Australia and Point de Galle will have to go over little more than half the distance contemplated by the original arrangement; and as goods can never form any important part of the freight between these two points, the Mails, Passengers, Bullion, and Parcels are almost all the Company have to provide for, and a full-powered Steamer, large enough to carry these, together with sufficient coals to secure high speed, is all that is required. The Directors would respectfully submit to their Lordships that Steamers of 1800 tons measurement, and 450 horse power, would amply suffice for all the requirements of this part of the line, and beg to suggest that, for economical reasons, they be allowed to build one or more of their proposed new Steam Ships of this size in place of that required by the Contract as it now stands.

As the extension of the Company's operations in the way explained above will enable them to get a direct Mail Service between Calcutta, Madras, and Australia, as well as an additional Monthly Mail between Europe and India, the Directors beg to propose:—

1st. That a subsidy of £400 for each voyage, or £9600 per annum, be paid to them for carrying the Australian Mails between Point de Galle, Madras, and Calcutta.

2nd. That a Mail should be sent from Europe to Madras and Calcutta, and from those places to Europe, by each of the Company's Steam Ships, under a Contract with the Postmaster-General, by which the Company shall receive two-thirds of the present Postal Rate for all Letters, Newspapers, and other matter contained in the Mails and conveyed in the Company's vessels between the places mentioned above.

3. That the duration of their Mail Contract so altered shall be for seven in place of five years, in order that the Shareholders of the Company may have a reasonable chance of obtaining some remuneration for the very large amount of additional Capital which it would be necessary to lay out before this extended service can be brought into successful operation.

I have, &c.,

JOHN ORR EWING, *Chairman.*

Government House, Sydney, 6th April, 1857.

SIR,

I HAVE the honor to forward herewith copy of a letter addressed to the Postmaster-General of New South Wales by Mr. H. Larmour, Manager of the European and Australian Royal Mail Company.

2. I regret very much that the first attempt to carry out the conditions of the Contract for the Conveyance of our Mails should have proved unsuccessful; but I trust that the serious loss which must fall upon the Company, both from the penalties for non-fulfilment of their Contract, and from the heavy expense of repairing the damage done to the machinery of the *Oneida*, will be a lesson to the Directors which will have the effect of inducing such an amount of attention to the outfit of their vessels as will guarantee the Mother Country and the Colony from any such delay to their Correspondence in future.

I have, &c.,

W. DENISON.

Right Hon. H. LABOUCHERE.

*European and Australian Royal Mail Company,
No. 1, Margaret-street, Sydney, 31st March, 1857.*

SIR,

I REGRET exceedingly having to announce the return to this port on Monday afternoon of the Royal Mail Company's Screw Steamship *Oneida*, Capt. Hyde, in consequence of serious damage to her machinery a few days after leaving King George's Sound.

Capt. Hyde was in hopes of reaching King George's Sound in time to have the Mails transferred to the *Simla*, but owing to heavy weather and dense fog did not succeed in arriving prior to the *Simla* leaving, he therefore determined to wait the arrival of the *European*, and transferred his Mails on board of that vessel.

I have had the damage to the machinery of the *Oneida* surveyed since her return, and I regret to say it is of so serious a character that I will be compelled to send her to England for repairs.

The *Simla* will bring forward the Mails of February and March, and will leave Melbourne with the May Mails from hence, so that I trust there will not be any further derangement of the service. No doubt, immediately our Directors find the *Oneida* not forward to her time, they will despatch a steamer to take her place.

I have, &c.,

H. LARMOUR.

To the Postmaster-General, Sydney.

Government Offices, Melbourne, 18th May, 1857.

SIR,

THE breaking down of the *Oneida's* machinery on her voyage to Suez, and the non-arrival of the *Simla*, with the two European Mails which in consequence fell to her, until nine days after she was due at this port, having deprived us of the regular opportunity of writing this month by the overland route, I avail myself of the letter bags of the *Great Britain* steam-ship, about to proceed homewards *via* Cape Horn, to forward the Despatches which I had prepared.

These derangements in the new Contract Service at starting are most unfortunate; and commerce has suffered so severely from them, that the anxiety of the Colonists has revived to secure a further monthly communication by the Pacific and the Isthmus of Panama, for the establishment of which overtures are now making by the West India Mail Company.

It would certainly seem, from the statements of those best competent to judge, that the European and Australian Mail Company will not be able to carry out the present Contract satisfactorily, with the number of vessels they contemplate employing, and that a fresh steamer should always be in waiting at Point de Galle, to which Mails and Passengers might be at once transferred.

Probably the service between Australia and Ceylon could be efficiently performed by their present fleet, leaving to the Peninsular and Oriental Company the conveyance of the Mail thence to the Red Sea, in extension of the arrangements which I believe already exist between the two Companies with regard to the line from Southampton to Alexandria.

I have, &c.

HENRY BARKLY.

Right Hon. H. LABOUCHERE.

(CIRCULAR.)

Downing-street, 14th November, 1857.

SIR,

I TRANSMIT to you herewith, for your information, a copy of a Despatch which I have received from the Governor of South Australia, in which, adverting to the arrangements for the maintenance of Steam Postal Communication between this country and Australia as they particularly affect that Colony, he proposes a modification of the present plan so far as to enable the Steam-boats on their homeward passage to call at Nepean Bay, and to take in the mails and passengers from Adelaide. I also enclose a copy of a letter from the Treasury, from which you will perceive that the Lords Commissioners have intimated that, so far as this Government are concerned, they are fully prepared to assent to that proposal; and that, in the event of the Legislature of South Australia passing an Act contributing to the general charge of the service, they will not only express their consent, but will recommend it to the adoption of the several Colonies interested.

I have communicated by this opportunity their Lordships' decision to the Governor of South Australia; and, in order to prevent unnecessary delay, I deem it advisable to communicate it also to yourself and to the Governors of the other Colonies concerned in the arrangement.

I have, &c.

H. LABOUCHERE.

Governor Sir H. E. F. YOUNG, C.B.

(No. 177.)

Government House, Adelaide, 8th August, 1857.

SIR,

In reference to my Despatch of the 7th May, representing the possibility of the Royal Mail Steamers touching at some point in this Colony, I have the honor to state that the enclosed correspondence has

passed between this Government and that of New South Wales, from which you will perceive that the latter objects to concur in any arrangement whereby the time allowed for replying to letters would be still further curtailed.

2. It appears to me that if it be thought feasible, as I suggested in my Despatch, for the Mail Steamers to call at Nepean Bay in Kangaroo Island, at least on the homeward voyage, for I presume their doing so on the outward voyage is no longer possible, there need be no necessity for curtailing the stay of the Mail Steamers in Sydney. It is true that from 12 to 15 hours additional would unavoidably be added to the voyage from Australia to Europe by the plan suggested, but as it is optional at what part of the voyage those hours should be added, no change need be made in existing arrangements up to the departure of the Homeward Steamers from Melbourne. The delay of the few hours asked for by this Colony would thus occur in the voyage from Melbourne at King George's Sound, and need not affect the time allowed the Public at Sydney to reply to their English letters.

3. As I gather from your Circular of the 17th April, and the Treasury Minute enclosed therein of the 11th April, that Her Majesty's Government would be disposed to regard favorably some arrangement permitting the Mail Steamers on the Homeward voyage to call at Kangaroo Island, I am the more desirous that you should be early in possession of the views entertained in these Colonies on the subject, because I trust the good offices of Her Majesty's Government may be exerted to secure so fair an arrangement for South Australia as that suggested in the Treasury Minute, and urged in my own Despatches.

4. I have, however, to report that the Ministry here were yesterday again defeated on the third reading of the Postal Bill. This added to other defeats renders their immediate resignation probable, so that I am not able to do more at present than state what has passed, and explain my own views on the subject.

5. I now, therefore, state that I hope the Colony will be inclined to accept the arrangement of the Homeward-bound Steamers calling at Kangaroo Island, and I cannot doubt that the necessary funds would be cheerfully voted for the purpose; for I believe the suggestion to that effect in the Treasury Minute, transmitted in your Circular of the 17th April, is generally regarded as equitable.

6. It is, therefore, unfortunate that in the course of debate on the 4th instant, the Chief Secretary seems to have inadvertently represented the Government of New South Wales as having peremptorily declined to join in any arrangement involving any stoppage of the Mail Steamers at Kangaroo Island. Several Members may have been influenced by this statement, which is certainly not justified by the language of the New South Wales Government, and which might have been avoided by the publication of all correspondence previous to the debate.

7. Supposing, however, any Members to have been influenced by that misapprehension, I am the more inclined to think that, if a sufficient guarantee can be devised for the Mail Steamers calling at Kangaroo Island on the homeward voyage, the contribution of this Colony towards the line would be cheerfully given. Nevertheless, as Great Britain is the principal contracting party, none of the neighbouring Colonies can of themselves alter the details of the Contract. Should they, however, express their willingness to permit the necessary alteration of the Contract for the above object, I believe such expression of assent, *taken along with the Treasury Minute* already referred to, might perhaps be regarded as a sufficient guarantee, and on that understanding it is possible that the Postal Bill may yet become law during the present Session.

8. The direct announcement, however, on the part of Her Majesty's Government, that they regard as equitable the suggestion of the Steamers touching at Nepean Bay, would be of immense service in settling the question. I have, therefore, thought it advisable not to defer communicating with you on the subject.

I have, &c.

RICHARD GRAVES MACDONNELL.

The Right Honorable H. LABOUCHERE, M.P.

South Australia,

Chief Secretary's Office, Adelaide, 20th May, 1857.

SIR,

WITH reference to the last paragraph of my letter of the 18th instant, addressed to the Government of Victoria on the subject of the European Mail Service, I have now the honor to transmit the details of the Plan to which I then alluded, furnished by Mr. Douglas, Naval Officer and Harbour Master of South Australia, who in his report shows that, by a trifling deviation in the route of the Royal Mail Steamers, they can leave the Mails of this Colony at Nepean Bay, at a cost to the Company not exceeding £4200 per annum; and that the delay on the outward voyage will only amount to 10 hours, and on the homeward voyage to about 13 hours. Representations based on these calculations have been addressed to the Secretary of State by His Excellency Sir R. G. Mac Donnell on behalf of this Colony; and it is now strongly urged on the Government of New South Wales, that there is no sufficient reason why South Australia should be deprived of the benefit of the geographical position. The trifling delay thus occasioned in the transmission of the Mails to Melbourne and the adjacent Colonies will scarcely

prejudice those colonies, whilst their concurrence will secure the contribution of South Australia to the general subsidy to a proportionate extent, for which Legislative provision has been made in Act No. 13, of 1855-56, herewith enclosed.

I have, &c.,

B. T. FINNISS.

*To the Honorable the Colonial Secretary,
New South Wales.*

*New South Wales,
Colonial Secretary's Office, Sydney, 11th July, 1857.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 20th May last, No. 57-624, in which you enclose a Report from the Harbour Master of South Australia, observing that by a trifling deviation in the route of the Royal Mail Steamers they can leave the Mails for that Colony at Nepean Bay, at a cost to the European and Australian Mail Company not exceeding £4200 per annum; and representing that by the adoption of this arrangement, which is desired by South Australia, the delay on the outward voyage will only amount to ten hours, and on the homeward voyage to about thirteen hours.

The Contract under which the present route is followed by the Steam Packet conveying the Mails to and from the Australian Colonies having been entered into by the Imperial Government, it does not appear that this Government can interfere to modify the terms of it in any way; and, moreover, they do not consider it expedient to concur in any arrangement by which the time allowed to this Colony for replying to letters (already sufficiently limited) would be still further curtailed.

I have, &c.,

HENRY WATSON PARKER.

*The Honorable
The Colonial Secretary, South Australia.*

Treasury Chambers, 11th November, 1857.

SIR,

WITH reference to your letter of the 6th instant, transmitting copy of a further Despatch, dated 8th August last, from the Governor of South Australia, on the question of Steam Postal communication with Europe as affecting that Colony, I am commanded by the Lords Commissioners of Her Majesty's Treasury to acquaint you for the information of Mr. Secretary Labouchere, that they have taken steps to ascertain how far it would be practicable, and if practicable at what additional cost it could be done, to carry out the suggestions made in Sir R. G. Macdonnell's Despatch of the 7th May last, proposing that the Mail Steamers should call at Kangaroo Island on their outward and homeward passage, and my Lords were prepared to inform Mr. Labouchere of the result.

I am, however, to observe that the receipt of Sir R. G. Macdonnell's Despatch of 8th August last sets aside that plan by showing that it would not be consented to by the other Colonies, without whose concurrence my Lords could not make any change in the contract.

Sir R. G. Macdonnell now proposes that at least on the homeward passage the steam-boats shall call at Nepean Bay, and take in the Mails and Passengers from Adelaide.

So far as this Government is concerned, such a modification of the existing contract would be readily assented to, and they would strongly recommend it to the other Australian Colonies; and in doing so my Lords are of opinion that no apprehension need be entertained that it will be needful to shorten the time for answering letters at Sydney, inasmuch as the time for the performance of the voyage from Melbourne to Suez will be shortened upon the completion of the Light-house in King George's Sound.

I am to request, therefore, that Mr. Secretary Labouchere will inform Sir R. G. Macdonnell that, in the event of the Legislature of South Australia passing an Act contributing to this service, not only will this Government consent to such a modification, but they will recommend it to the adoption of the several Colonies interested.

I am, &c.

JAMES WILSON.

T. F. ELLIOTT, Esq.

Launceston, Tasmania, May, 1857.

SIR,

We have the honour to tender the following screw steamers to the Victorian Government for the conveyance of the Mails between that Port and Tasmania, as per Tenders invited under date, Melbourne, 30th March, 1857; viz.:—The *Queen*, 170 tons, 60 horse power; *Royal Shepherd*, 180 tons, 60 horse power; *Black Swan*, 150 tons, 50 horse power; and to receive the Mails in Melbourne upon any of the following days; viz.:—*Queen* on the 2nd, 12th, and 22nd of each month; *Black Swan*, 6th, 16th, and 26th of each month; *Royal Shepherd*, 9th, 19th, and 29th of each month.

Should the Mail Ships be signalled as entering Port Phillip Heads, and the steamer be on the eve of departure, such steamer to wait six or twelve hours for the Mails.

The sum required for the performance of this Contract will be One hundred Pounds per month, payable monthly either in Victoria or Tasmania; and the Company are ready to commence the Service at once.

The necessary bond, with two Sureties for the due performance of the Contract, will be entered into with Messrs. Wm. Bayles & Co., of Collins-street, Melbourne, and Messrs. M'Meckan, Blackwood, & Co., of King-street, Melbourne. The Tender to be for the period of twelve months.

The Contractors feel confident they will be able to fully carry out the wishes of the Government by this Tender, as the Port of Melbourne will never be left without a boat for the transmission of the Mails within six or twelve hours after the arrival of the English Mails.

We have the honour to remain,

Sir,

Your obedient Servants,

GEORGE FISHER AND M'MECKAN, BLACKWOOD, & CO.

To the Hon. the Treasurer, Melbourne.

RETURN showing the Amounts paid for the Conveyance from Melbourne to this Colony of all Mails for Tasmania, brought to Melbourne by the European and Australian Royal Mail Company's Steamers.

<i>Date of Arrival.</i>	<i>Where received at.</i>	<i>Name of Steamers from England.</i>	<i>Name of Steamers from Melbourne.</i>	<i>Number of Letters.</i>	<i>Amount paid.</i>
					£ s. d.
1856.					
December 31	Hobart Town	<i>Oneida.</i>	<i>Tasmania.</i>	1182	4 18 6
1857.					
February 16.....	Launceston	<i>European</i>	<i>Black Swan</i>	4055	16 17 11
March 23	Ditto	<i>Columbian</i>	<i>Royal Shepherd</i>	3327	13 17 3
May 18.....	Ditto	<i>Simla</i>	<i>Black Swan</i>	5729	23 17 5
June 10.....	Ditto	<i>European</i>	<i>Royal Shepherd</i>	3281	13 13 5
July 9.....	Ditto	<i>Columbian</i>	<i>Black Swan</i>	3812	15 17 8
August 20.....	Ditto	<i>Emeu</i>	<i>Ditto</i>	3908	16 5 8
September 7.....	Ditto	<i>Simla</i>	<i>Queen</i>	2818	11 14 10
October 16	Hobart Town	<i>European</i>	<i>City of Hobart</i>	2288	9 10 8
October 18	Launceston	<i>Ditto</i>	<i>Royal Shepherd</i>	72	0 6 0
November 18.....	Ditto	<i>Columbian</i>	<i>Ditto</i>	3537	14 14 9
			TOTALS....	34,099	£141 14 1

S. T. HARDINGE,
in absence of Postmaster-General,

General Post Office, Hobart Town, Tasmania,
7th December, 1857.