

(No. 67.)



1879.

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T A S M A N I A.

LEGISLATIVE COUNCIL.

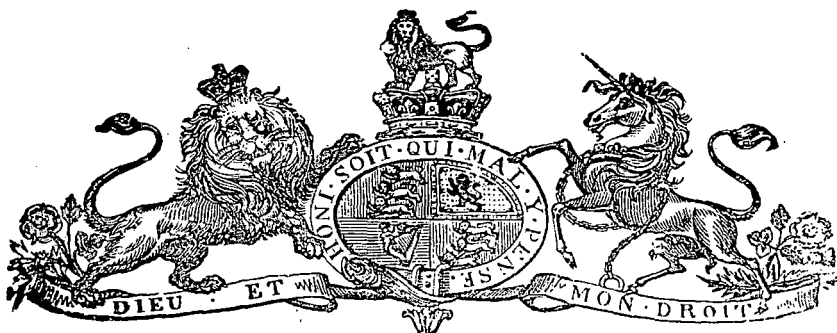
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POSTAL COMMUNICATION WITH  
MELBOURNE:

CORRESPONDENCE AND CONTRACT.

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Laid upon the Table by Mr. Moore, and ordered by the Council to be printed,  
January 13, 1880.



*Tasmania,*  
*General Post Office, 21st June, 1879.*

SIR,

As it is contemplated by the Government at no very distant date to increase the facilities for Postal Communication between Launceston and Melbourne, I am directed to inform you that the intention is to establish a bi-weekly service each way, inclusive of the conveyance of the English Mails each way bi-monthly. The Outward English Mails to be despatched from Launceston on days to be fixed by Time Table, those Inward to be despatched from Williamstown or Queenscliffe as may be required immediately after arrival; and I am requested to ascertain from you whether the Tasmanian Steam Navigation Company will undertake the required service, and if so, at what cost per annum?

I have, &c.

A. C. DOUGLAS, *Secretary.*

E. J. FREEMAN, *Esq., Manager of the Tasmanian  
Steam Navigation Company.*

*Tasmanian Steam Navigation Company,*  
*Hobart Town, 4th July, 1879.*

SIR,

I HAVE the honor to reply to your letter of the 21st June, bearing upon the question of the Mail Service, and which has already formed the subject of a personal interview between yourself and a sub-committee from the Board of Directors of this Company.

From your letter above referred to it is found that the Government, through you, desire this Company to submit an offer to carry out a bi-weekly service between Launceston and Melbourne in connection with the new fortnightly service about to be entered upon by the P. & O. Company, for the delivery of English Mails in the Colony of Victoria.

I am directed to inform you that the Directors consider the service so asked for of so costly and expensive a nature that they deem it almost useless for this Company to make an offer to the Government to carry out the same, but if the Members of the Government are desirous of obtaining further and fuller information on the point I shall be most happy to arrange for a deputation from the Board to wait on the Government, as it is believed negotiations will be materially assisted by means of a conference.

Since the sub-committee met you a few days back the question of the Mail Service has had the careful consideration of the Company, and I am in a position to state I believe the Directors are prepared to make an offer to the Government for the performance of a service (English and Inter-colonial) which will commend itself to the Government as well as to the public generally, and I shall be happy, when the proper time arrives, to place the proposals before you.

I have, &c.

EDWARD J. FREEMAN, *Manager T. S. N. Co.*

A. C. DOUGLAS, *Esq., Deputy-Postmaster,*  
*Hobart Town.*

*Tasmania,*  
*General Post Office, 11th July, 1879.*

SIR,

I AM directed to acknowledge your letter of the 4th instant, in reply to mine of the 21st ultimo, relating to the question of the English and Intercolonial Mail Service between Launceston and Melbourne.

In reply, I am to inform you that notwithstanding the opinions of your Directors that a bi-weekly service, as referred to in my previous letter, would be of so costly a nature that they consider it useless to make an offer to carry out the same, still the Postmaster-General would be glad to know

for what sum per annum your Company would undertake such a service ; and he thinks it would be more convenient to negotiate in the ordinary way, viz. by correspondence, rather than adopt your suggestion for a conference.

The Postmaster-General will be happy to receive the alternative proposition of your Directors, alluded to in the latter part of your letter, and give it the fullest consideration.

I have, &c.

A. C. DOUGLAS, *Secretary.*

E. J. FREEMAN, *Esq., Manager, Tasmanian  
Steam Navigation Company.*

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*Tasmanian Steam Navigation Company, Hobart Town, 21st July, 1879.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 11th instant, having reference to the question of the English and Intercolonial Mail Service ; and in reply I beg to state that, while the Directors are most anxious and willing to satisfy the requirements of both the Government and the public generally, they still think it would be found, from its nature, too expensive and costly to carry out a bi-weekly service between Launceston and Melbourne throughout the year, and they feel, therefore, it would not assist negotiations if an offer for the said Service were made.

As stated in my letter of the 4th instant, the Company is quite prepared to perform a Mail Service, Intercolonial and English, which it is believed will be found advantageous both for the Government and the Colony, for the reasons that, while the cost at which such Service can be performed is reasonable—and I respectfully submit more within the means of the Government than the more expensive one just before referred to—and also because communication between Tasmania and Victoria will be frequent and regular.

The substance of the alternative proposition which you have asked to have submitted to the Government is—

That this Company is prepared to carry out a bi-weekly service between Tasmania and Victoria during eight (8) months of the year ; and that for the remaining four (4) months the Company will provide for not less than bi-weekly communication between Launceston and Melbourne without respect to any other line.

You having been fully into the details with the Sub-Committee appointed to confer with you on the question of Mail Service, and the scheme laid before you by means of a Time Table, I conclude that you are fully aware of the meaning of the term "Tasmanian and Victorian Mail Service," and of the manner in which this Company proposes to carry out the same. I feel therefore it is unnecessary to enter more fully into details, but shall be glad to know how the Government views the proposal of the Directors.

I have, &c.

EDWARD J. FREEMAN, *Manager T. S. N. Co.*

A. C. DOUGLAS, *Esq.,  
Deputy Postmaster-General, Hobart Town.*

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*Tasmania,  
General Post Office, 22nd July, 1879.*

SIR,

THE Postmaster-General has had under his consideration your letter of yesterday's date, on the subject of the Tasmanian and Victorian Mail Service, inclusive of the conveyance of the English Mails, and has directed me to reply thereto.

1st. As to proposed bi-weekly Service between Launceston and Melbourne, the Postmaster-General regrets that the desire to obtain the cost of a bi-weekly Service between Launceston and Melbourne, each way, has not been successful,—the Directors of your Company considering the work one of too expensive and costly a nature to carry out. Your reply on this important point would have been more satisfactory had a direct answer been given on the matter of expense. It is however concluded, from the "expensive" nature of the Service, that your Company is not prepared to make the required offer.

2nd. As to your alternative proposition, as shown by the following example Time Table:—

8 Months, as under, bi-weekly, Tasmania and Victoria.

FROM TASMANIA.	
Mangana.....	Tuesday, 1st
* Southern Cross .....	Friday (H. Town) 4th
Flinders .....	Tuesday..... 8th
Mangana .....	Friday .....
* Southern Cross .....	Tuesday .....
Flinders .....	Friday .....
Mangana .....	Tuesday .....
* Southern Cross .....	Friday .....
Flinders .....	Tuesday..... 29th

\* Hobart Town Boat.

Launceston and Melbourne, bi-weekly, other 4 Months.

FROM VICTORIA.	
Flinders.....	Tuesday..... 1st
Mangana .....	Friday .....
* Southern Cross .....	Tuesday..... 8th
Flinders.....	Friday .....
Mangana .....	Tuesday..... 15th
* Southern Cross .....	Friday .....
Flinders .....	Tuesday..... 22nd
Mangana .....	Friday .....
* Southern Cross .....	Tuesday..... 29th

Although a bi-weekly Mail would thereby be given, and the Mails leave on fixed days, still the Postmaster-General does not favour the proposal, because the English and Intercolonial Mails would frequently be carried viâ Hobart Town, and the delay in transmission of Northern and Inland correspondence would be very great, and still greater if the steamer arrived too late for the Mails to be sorted and letters despatched per Express Train.

The facilities for the transmission of correspondence would undoubtedly be less than those existing under present arrangements, as during eight months of every year a steamer would depart from Launceston for Melbourne only once a week, and one would only arrive there from Melbourne once a week likewise. Certainly there would be the Hobart Town boat,—a considerable portion of the correspondence by which would, however, necessarily be carried very much out of its direct route in transmission to and fro.

The Postmaster-General, under the circumstances, considers that the present Service for steamers to arrive or leave Tasmania or Victoria at periods not exceeding five days is one that best commends itself, and he is prepared to agree to its continuance from the 1st February next to 31st January, 1883; and in consideration of the extra English Mail that will have to be carried every four weeks both ways between Launceston and Melbourne, he will agree to an additional payment of Four hundred Pounds per annum,—thus making the total subsidy to be paid for conveyance of English and Intercolonial Mails Four thousand Pounds per annum. The conditions of the present Contract to be continued, and minor arrangements to be hereafter fixed.

I have, &c.

A. C. DOUGLAS, *Secretary.*

E. J. FREEMAN, *Esq.,*  
*Manager Tasmanian Steam Navigation Company.*

*Tasmanian Steam Navigation Company, Hobart Town,*  
*5th August, 1879.*

SIR,

In referring again to the negotiations which have been lately proceeding between the Government and this Company for the performance of an altered English and Intercolonial Mail Service, I have now the honor to acknowledge the receipt of your letter of the 22nd July, and to inform you that the Directors agree to the terms of the proposal of the Postmaster-General contained therein, with certain modifications. The particulars of the Mail Service which the Company will be prepared to carry out are as under:—

1. The Company will perform a Service, with intervals, of steamers leaving Launceston and Melbourne, not exceeding five days each way, and to carry the additional bi-monthly English Mail.

2. The Company in the new Contract to be allowed the exception of tempestuous weather and accidents which the captain could not control in making passages when the steamers are conveying the English Mails.

3. The Company to take delivery of the inward English Mail at Queenscliffe, if required, in order to facilitate its arrival in Launceston.

4. Concession of one day to be made the Company by the Government in the case of any deviation being required from time to time in dispatching the steamers from Melbourne according to fixed dates on account of arrival of English Mails on other than due dates; but of course it will be clearly understood that this concession does not compel the Company to provide more than the three steamers in the fortnight.

5. The term of continuance of Contract to be for eight (8) years from the 1st February next, or that period for which the Victorian Government has entered into with the P. and O. Company or conveyance of English Mails between Galle and Melbourne, commencing on that date.

6. The sum to be paid the Company for such service to be Four thousand Pounds (£4000) per annum, payable by monthly instalments of Three hundred and thirty-three pounds six shillings and eight pence (£333 6s. 8d.) each.

Other conditions in the present or existing Contract to be carried out as far as practicable in the new agreement to take effect from the 1st February, 1880.

I have, &c.

EDWARD J. FREEMAN, *Manager.*

A. C. DOUGLAS, *Esq., Deputy Postmaster-General,*  
*Hobart Town.*

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SIR,

*Tasmania, General Post Office, 19th August, 1879.*

I AM directed to acknowledge your letter of the 5th instant, in which you inform me that your Directors agree to accept the terms offered in my letter of the 22nd ultimo for an altered English and Intercolonial Mail Service, but with certain modifications.

In reply I am to inform you that the details of the proposed service, as contained in your letter of the 5th instant, are considered satisfactory by the Postmaster-General, and the offer of the Directors of your Company is therefore accepted; the new service to commence on the 1st February next.

I am to draw your attention, however, to the long period that is now allowed (50 hours) for conveyance of English Mails from Launceston to Melbourne, and to inform you that it is proposed to curtail this time considerably now that your Company is in possession of such fine ships as the *Mungana*, *Flinders*, &c., which vessels can make the passage from wharf to wharf in fine weather in 22 hours, and it is considered therefore that 30 hours would be ample to allow for the voyage. The Postmaster-General relies upon your Company giving every assistance to this Department in any change that may be decided upon in this matter.

It is also urgently desired that the arrival of steamers from Melbourne at Launceston on Sunday shall not take place, as the Mail Service is thereby considerably upset, and great public inconvenience through the delay to the letters, &c. is felt.

The Draft Bond will be submitted for the perusal of the Solicitors of your Company as soon as possible.

I have, &c.

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

A. C. DOUGLAS, *Secretary.*

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SIR,

*Tasmanian Steam Navigation Company,*  
*Hobart Town, 1st September, 1879.*

I HAVE the honor to acknowledge the receipt of your letter of the 19th August, wherein you inform me that the details of the proposed service as contained in my letter of the 5th August are considered satisfactory by the Postmaster-General, and that the offer of the Directors of this Company has been accepted for the performance of an altered English and Intercolonial Mail Service.

In reply to the third paragraph of your letter you draw my attention to the long period that is now allowed (50 hours) for conveyance of English Mails from Launceston to Melbourne; I beg to say that the proposal of the Government to reduce the time to 30 hours meets with the approval of the Directors, provided a clause is inserted in the new bond or agreement which will protect the Company from liability in the case of non-delivery of mails within the specified time if cause can be shown by the master for late arrival in Hobson's Bay—to wit, adverse weather, fogs, and unforeseen accidents.

With respect to the reference you make to the arrival of the steamers from Melbourne at Launceston on Sundays, I can only say the Company in the past has avoided such arrivals as far as practicable, seeing that the time tables have to be prepared for a five days Mail Service; and I beg to assure you that in the future the complained of inconvenience will be provided against as far as is compatible with the carrying out of a five days service between the ports of Launceston and Melbourne, and the conveyance of the fortnightly English Mail.

I have, &c.

EDWARD J. FREEMAN, *Manager.*

A. C. DOUGLAS, *Esq., Deputy Postmaster-General,*  
*Hobart Town.*

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**Know all Men by these Presents** that THE TASMANIAN STEAM NAVIGATION COMPANY (hereinafter 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 fourth day of October One thousand eight hundred and seventy-nine.

**Whereas** a Contract has been lately entered into between the Company and the Postmaster-General of Tasmania to commence and take effect on and from the First day of February next (in substitution of and for the contract dated the Fifteenth day of March One thousand eight hundred and seventy-seven) 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 fortnightly 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 Eight years commencing on the said First day of February 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 FOUR THOUSAND POUNDS per annum to be paid by equal monthly payments of Three hundred and thirty-three pounds six shillings and eightpence 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 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 to Launceston at like intervals except when the English Mail Steamer may arrive before or after its due date and thereby cause the Company to depart from the Company's published monthly time table when the interval may be not longer than Six days 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 the Company will in arranging its monthly time-table do all that lies in its power consistently with the due performance of this Contract to prevent the arrival of its steamers at Launceston on Sundays—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 its 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 when on duty 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 fortnightly 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 fortnight) 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 fortnightly 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—PROVIDED ALSO that for further expediting the receipt and delivery of the Tasmanian Mails as hereinbefore mentioned the Company's Mail Steamers shall be in readiness at Queenscliff in Victoria whenever it shall be practicable to do so to take delivery of all Tasmanian Mails from the Peninsular and Oriental General Steam Navigation Company's Contract Mail Steamer immediately on the arrival of such last-mentioned steamer at Queenscliff.

2. That the Company shall in every second week during this Contract (commencing from the First day of February 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 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 fortnightly Mail or shall put such Mail safely on board the last-mentioned steamer at Sandridge or Queenscliff as occasion may require.

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 Fourteen 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.

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 or 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 fortnightly 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—PROVIDED that the payment of any such sum shall not be enforced against the Company if it be shown to the satisfaction of the Postmaster-General that the delay has arisen from causes over which the Company had not and could not have had any control.

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 been given to the Company at least Fourteen 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 Thirty 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 Mail 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 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, } *Two of the Directors of the*  
ALEX. M'GREGOR, } *said Company.*

By EDWARD J. FREEMAN, *Manager.*

STAMPED in my presence this 7th day of October, 1879.

G. PATTEN ADAMS, *Collector of Stamp Duties.*