

(No. 83.)

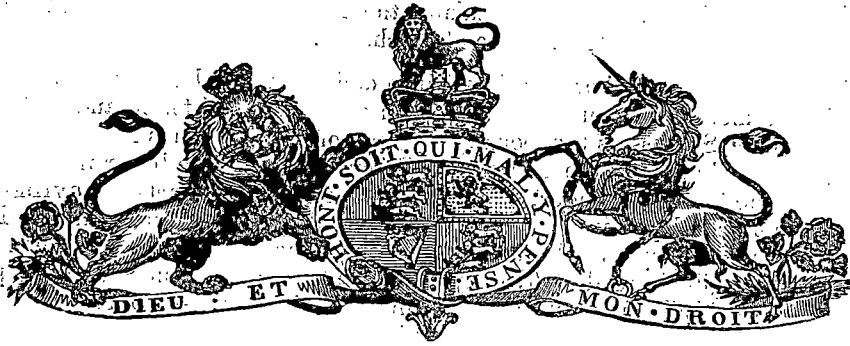


1880.

T A S M A N I A.
LEGISLATIVE COUNCIL.

NEW ZEALAND MAILS:
CONTRACT WITH UNION STEAM SHIP COMPANY.

Laid upon the Table by Mr. Moore, and ordered by the Council to be printed,
October 15, 1880.



Know all Men by these Presents that THE UNION STEAM SHIP COMPANY OF NEW ZEALAND (hereinafter called "the Company") is held and firmly bound unto Her Majesty Queen VICTORIA her Heirs and Successors in the sum of FIVE HUNDRED POUNDS sterling to be paid to Her said Majesty her Heirs and Successors for which payment to be well and truly made the Company binds itself firmly by these presents Sealed with the Common Seal of the Company Dated this fifth day of August One thousand eight hundred and eighty.

Whereas a Contract has been lately entered into between the Company and the Postmaster-General of Tasmania for the conveyance and delivery of Her Majesty's Mails to be carried and delivered by the Company in manner hereinafter expressed to from and between Hobart Town in Tasmania and Wellington in the Colony of New Zealand calling on each journey at the Bluff (Invercargill) Port Chalmers (Dunedin) and Port Lyttleton (Christchurch)—AND WHEREAS it has been agreed between the Company and the said Postmaster-General that the said Contract shall continue during the period of Three years commencing on the Sixteenth day of February One thousand eight hundred and eighty and terminating on the Fifteenth day of February One thousand eight hundred and eighty-three (both days inclusive) for the annual sum of FIVE HUNDRED POUNDS to be paid by the Postmaster-General of Tasmania for the time being to the Company by equal monthly payments (except in respect of the months of February One thousand eight hundred and eighty and February One thousand eight hundred and eighty-three) of Forty-one Pounds thirteen shillings and fourpence each—AND WHEREAS it has been also agreed between the Company and the Postmaster-General that the said Contract may be determined either by the Company or by the Postmaster-General for the time being upon giving to the Postmaster-General or Company Six months' notice of the intention to determine the same and that the notice (if any) to be given to the Company may be left at the Company's principal office or at the office of their Agent or Agents (if any) in Tasmania—AND WHEREAS it has been agreed in like manner that the Company shall once in every year during the continuance of the said Contract gratuitously provide the Postmaster-General for the time being when on duty or any Officer of the Tasmanian Post Office Department authorised by the Postmaster-General with a first class cabin passage and suitable provisions on board any of the Steamers employed in the conveyance of the said Mails to and from New Zealand and Hobart Town as aforesaid—AND WHEREAS it has been agreed between the Company and the Postmaster-General that the following shall be the terms and conditions to be observed in respect of the receipt carriage and delivery of the said Mails (that is to say)—

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

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

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

4. That a special and properly fitted room shall be provided for the reception and safe carriage of the said Mails in all the Company's Steamers Mail calling at Hobart Town and that the fitness of such room shall be always subject to the approval of the Secretary of the General Post Office at Hobart Town.

5. That whenever any of the Company's Steamers other than the regular four weekly Mail Steamers leave Hobart Town for New Zealand the Postmaster-General shall have the right to forward all Mails by such extra Steamer free of all charge.

6. That if the Company shall at any time fail to deliver the said Mails at the time and in the manner hereinbefore mentioned then and in any such case they shall forfeit and pay to Her Majesty the Queen her Heirs or Successors the penalty or sum of Fifty Pounds for every such failure and such penalty may be deducted by the Postmaster-General for the time being from any moneys due or to accrue due to the Company under the terms of the said Contract—PROVIDED ALWAYS that if any of the Steamers employed in conveying the Mails as aforesaid shall call at Milford Sound then in every such case six days will be allowed for the passage to from and between Hobart Town and the Bluff (Invercargill) instead of five days as hereinbefore mentioned and no penalty will be enforced provided the Mails are delivered within such six days—AND PROVIDED ALSO that no penalty as hereinbefore mentioned will be enforced in case the Mails are delayed beyond the specified time by tempestuous weather or by accident which the Captain of the Steamer could not control—AND WHEREAS the 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 virtue.

The Common Seal of the Union Steam Ship Company of New Zealand was affixed to the above written Bond in the presence of

A. CARGILL.

JAMES MILLS,
HUGH MACNEIL,
*Two of the Directors of the
said Company.*

WE hereby authorise Messrs. Macfarlane Brothers of Hobart Town to receive all or any moneys payable to the Union Steam Ship Company of New Zealand Limited under the above Contract and their receipt for the same shall be held binding upon the Directors of the said Company.

JAMES MILLS.
HUGH MACNEIL.

Witness to the Signatures of James Mills and Hugh MacNeil.

W. O. WHEELER.

Dunedin New Zealand fifth day of August one thousand eight hundred and eighty.