

to make payment annually of the amount due to your company, so soon as the accounts are settled by the Suva Post Office.

Messrs. Henderson and Macfarlane, Auckland.

I have, &c.,

W. GRAY, Secretary.

No. 90.

CONTRACT FOR CONVEYANCE OF OCEAN MAILS.

AGREEMENT between the J. D. SPRECKELS AND BROS. COMPANY, of San Francisco, United States of America, and the POSTMASTER-GENERAL of New Zealand.

ARTICLES of agreement made and entered into this thirtieth day of June, one thousand nine hundred and two, between the Honourable Sir JOSEPH GEORGE WARD, the Postmaster-General of the Colony of New Zealand, appointed as such Postmaster-General under "The Post Office Act, 1900," and acting for and on behalf of the Government of the said colony, of the one part, and the J. D. SPRECKELS AND BROS. COMPANY, of San Francisco, United States of America, carrying on business at San Francisco, in the United States of America (hereinafter designated "the Company"), of the other part: Witness that the Company doth, for itself, its successors and assigns (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Company), hereby covenant with the Postmaster-General of the Colony of New Zealand and his successors in office, and the said Postmaster-General doth, for and on behalf of himself as such Postmaster-General, and his successors in office respectively, and the Government of the colony for which he is such Postmaster-General (so far as the covenants and agreements hereinafter contained are to be observed and performed by him or them), hereby covenant with the Company and its successors in manner following, that is to say,—

1. In the construction of these presents the following words and expressions shall mean and include (unless such meaning shall be inconsistent with the context) as follows:—

"Postmaster-General" means the Postmaster-General for the time being of New Zealand:

"Company" includes the successors and assigns of the Company:

"Mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns, and all other articles transmissible by post; also all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office service:

"Mail" means the aggregate of mails to be transmitted at any one time by any of the vessels for the time being employed in the mail-service under this contract: and

"Hours" means hours calculated according to Greenwich time.

2. The Company shall from time to time, and at all times hereafter, during a period of one year and six months, computed from the thirtieth day of November, one thousand nine hundred and one (unless previously terminated in pursuance of any provision in that behalf hereinafter contained), convey all His Majesty's mails which, and all other mails of whatever country or place which, the Postmaster-General shall at any time and from time to time require the Company to convey from Auckland to the ports of Pago Pago, Honolulu, and San Francisco respectively, within the respective times and in manner hereinafter provided for; and, so long as the services (hereinafter referred to as "outward services") hereby agreed to be performed ought to be performed in pursuance of this contract, shall and will provide and keep seaworthy and in complete repair and readiness for such purpose three good, substantial, and efficient screw steam-vessels of the first class, and fully equal to class 100 A1 Lloyd's Register, and of not less gross register tonnage than four thousand tons each, constructed of iron, and propelled by first-rate engines of adequate power for the performance of the voyages within the times hereinafter specified, and having spar-decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes: Provided that, if and as often as any of the three screw steam-vessels aforesaid become disabled through tempestuous weather, or by reason of accident beyond the control of the Company, then it shall be lawful for the Company to provide and equip a screw steam vessel or vessels as substitute or substitutes, capable of performing the voyage in the manner and within the time specified.

3. The steam-vessels to be employed in outward services under this contract shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for the performance of the voyages within the times hereinafter specified, and for the service hereby agreed to be performed, and also manned and provided with competent and legally-qualified officers, the master or commander having ample experience in command of screw steam-vessels, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, and with a competent surgeon; to be in all respects, as to vessels, engines, equipments, and capacity, subject to the approval of the Postmaster-General or of such other person or persons as he shall at any time or times or from time to time authorise to inspect and examine the same. Full facilities for such inspection and examination shall at all times be given by the company, and no vessel shall be employed or used for the purposes of this contract until approved as aforesaid.

Every vessel used in outward services under this contract shall be fitted with refrigerators or ice-chambers, in which fish-ova or other natural productions may be carried or conveyed, and such refrigerators shall be fitted with all necessary appliances and machinery for working and keeping the same effective.