

No. 96.

The ACTING-SECRETARY, General Post Office, Wellington, to the GENERAL MANAGER, Union Steam Ship Company, Dunedin.

SIR,—

General Post Office, Wellington, 27th March, 1909.

In reference to your letter of the 18th instant, I have now the honour to forward herewith one copy of the agreement for the performance of the Wellington-Sydney mail-service duly signed by the Postmaster-General.

I am having extra copies of the agreement printed, and will send you one or two when received.

I have, &c.,

W. R. MORRIS, Acting-Secretary.

The General Manager, Union Steam Ship Company of New Zealand (Limited), Dunedin.

[Acknowledged 2nd April, 1909.]

[Suez Conn. 09/16.]

Enclosure in No. 96.

CONTRACT FOR THE CONVEYANCE OF OCEAN MAILS.

Agreement between the Union Steam Ship Company of New Zealand, Limited, and the Postmaster-General, for the Wellington-Sydney Mail Service.

WHEREAS by exchange of letters an agreement for the term of one year from the twenty-sixth day of July, one thousand nine hundred and seven, was entered into between the Postmaster-General of the Dominion of New Zealand (hereinafter referred to as "the Postmaster-General") and the Union Steam Ship Company of New Zealand, Limited (hereinafter referred to as "the Company"), whereby the said Company conveyed mails weekly from the port of Wellington (New Zealand) to the port of Sydney (New South Wales), the steamers conveying the mails leaving Wellington every Friday and arriving at Sydney on the following Tuesday, the Postmaster-General on his part agreeing to pay the sum of Fifteen thousand pounds sterling (£15,000) per annum for such conveyance:

AND WHEREAS it has been agreed to extend the period of the said agreement beyond the term originally fixed and to make provision to ensure the arrival of the mails in Sydney in time to connect on Tuesday as aforesaid with the mail train leaving Sydney for Adelaide on that day:

NOW this agreement witnesseth and it is hereby agreed by the Postmaster-General and the Company that the agreement aforementioned shall continue in force on the following terms and conditions, that is to say,—

1. The Company shall from time to time, and at all times hereafter, during a period of two years, computed from the twenty-sixth day of July, one thousand nine hundred and eight, to the twenty-fifth day of July, one thousand nine hundred and ten, both inclusive (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 the port of Wellington to the port of Sydney, within the respective times and in manner hereinafter provided for; and, so long as the service 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 good, substantial, and efficient screw steam vessels of the first class, and fully equal to class 100 A1 Lloyd's Register, or to the highest class under British Corporation Rules, constructed of iron or steel, and propelled by first-rate engines of adequate power for the performance of the voyages within the times hereinafter specified: Provided always that the agreement may be determined at the end of the first year, or at any time thereafter, by either party giving at least one clear month's notice in writing to that effect of its intention so to determine the agreement.
2. The Mails shall be conveyed fifty-two times in each year (leaving on Friday in every week) from Wellington to Sydney, and the service shall be deemed to have commenced with the despatch of the steamship "Maitai" from Wellington on the thirty-first day of July, one thousand nine hundred and eight, which shall be deemed to be the first appointed day. The vessels respectively employed to convey the mails shall leave the said port of Wellington on the appointed days, and at such hours on the appointed days as may from time to time be agreed to between the Postmaster-General and the Company, or as, in the absence of agreement, may be directed by the Postmaster-General.
3. If the Postmaster-General or his officers or agents shall deem it requisite for the public service that any vessel should be delayed at Wellington beyond the appointed hour of departure, it shall be lawful for the Postmaster-General or such officers or agents to order such delay for the period specified in the order, not exceeding twenty-four hours, by letter addressed to the Commander of the vessel and delivered to him or to any person appearing to be in charge, or left for him at the office of the Company in the port or on board the vessel, three hours at least before the hour appointed for departure, and every such order shall be obeyed by the Company, its officers, and servants.
4. The mails shall be landed at the port of Sydney in time to enable their despatch to be effected by the overland mail train leaving Sydney on the Tuesday next after the Friday