

No. 45.

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

SIR,—

General Post Office, Wellington, 29th June, 1914.

In reference to the reletting of the San Francisco mail-service contract for a term of five years from the 1st July proximo, I have the honour to inform you that the service, which expired on the 31st March last, is renewed on the former conditions from the 1st April to the 30th instant, and shall be glad of your acceptance of the renewal.

I have, &c.,

F. V. WATERS.

Assistant Secretary.

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

[Agreed to by company, 2nd July, 1914.]

No. 46.

CONTRACT FOR CONVEYANCE OF OCEAN MAILS.

Agreement between the Union Steam Ship Company of New Zealand (Limited) and the Postmaster-General of New Zealand.

MEMORANDUM of agreement made and entered into this twenty-ninth day of June, one thousand nine hundred and fourteen, between the Honourable Robert Heaton Rhodes, the Postmaster-General of the Dominion of New Zealand, acting for and on behalf of His Majesty the King, of the one part, and the Union Steam Ship Company of New Zealand (Limited), (hereinafter designated "the Company"), of the other part: Witnesseth that the Company doth, for itself, its successors and assigns (so far as the conditions, stipulations, and agreements hereinafter contained are to be observed and performed by the Company), hereby agree with the Postmaster-General of the Dominion of New Zealand and his successors in office, acting on behalf of His Majesty as aforesaid; and the said Postmaster-General doth, for and on behalf of himself as such Postmaster-General and his successors in office respectively, and His Majesty the King (so far as the conditions, stipulations, and agreements hereinafter contained are to be observed and performed by him or them), hereby agree 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, parcels, 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 during a period of five years computed from the first day of July, one thousand nine hundred and fourteen (unless this contract is previously terminated in pursuance of any provision in that behalf hereinafter contained), provide, maintain, and carry on in the manner hereinafter set forth a regular steamship service between the City of Wellington in New Zealand and the City of San Francisco in the United States of America, calling at Rarotonga and Papeete on both outward and homeward voyages from Wellington to San Francisco and from San Francisco to Wellington, and shall regularly and continuously employ in the said service three good substantial and efficient screw steam-vessels, the steamships "Tahiti," "Moana," and "Aorangi" to perform the service in the meantime; but the two last-named vessels are to be replaced not later than the thirty-first day of December, one thousand nine hundred and fifteen, by two other vessels of larger size and improved design, to be approved by the Postmaster-General: Provided that if and as often as any of the three screw steam-vessels, or any vessel replacing any of them, becomes disabled through tempestuous weather, or by reason of accident beyond the control of the Company, or are withdrawn for necessary overhaul, then the Company shall provide and equip a screw steam vessel or vessels (to be approved by the Postmaster-General) as a temporary substitute or substitutes, capable of performing the voyage in the manner and within the time specified.

3. The Company shall be at liberty to extend to Australia the service herein provided by continuing each voyage from San Francisco to Wellington aforesaid to the Port of Sydney, New South Wales, and thence back to Wellington aforesaid: Provided that no additional payment in respect of such extended service or such extended mail-service shall be made to the Company, and provided that the Company shall in nowise allow such extension of the service and voyage as aforesaid to interfere with the due and regular performance of the service to and from Wellington and San Francisco at the times and in the manner herein provided for; and such extended service shall be maintained by the Company under and subject in every respect to all the provisions herein contained with respect to the same mentioned in paragraph 2 hereof.

4. During the continuance of this agreement the Company shall receive and carry in the said vessels on each and every voyage (including the said extended service if entered into) all such mails as shall or may be tendered for conveyance to the said vessels, or to the masters or any officers on board of the same, and whether at the Port of Wellington aforesaid by or on behalf of the