

No. 57.

CONTRACT.

THE UNITED STATES, NEW ZEALAND, AND AUSTRALIAN MAIL STEAM PACKET LINE.

MEMORANDUM of Agreement made this twenty-second day of November, one thousand eight hundred and seventy, between the Hon. Julius Vogel, the Postmaster-General of New Zealand, and a Member of the Executive Council of the Colony, acting on behalf of the Government of New Zealand, and hereinafter called the Postmaster-General, of the one part, and Holladay and Brenham, trading under the name of "The North Pacific Transportation Company" of San Francisco, in California, in the United States of America, Steam Packet Proprietors, hereinafter called the Contractors, for themselves, their heirs, executors, administrators, and assigns, of the other part: Witnesseth that each of the parties doth hereby severally contract, promise, and agree with and to the other party respectively, in manner following—that is to say:—

GENERAL PROVISIONS.

1. The Contractors shall and will establish a line of mail steam vessels, to be called the "United States, New Zealand, and Australian Mail Steam Packet Line," to run between the Port of San Francisco and New Zealand, to commence at San Francisco on the sixteenth day of February, one thousand eight hundred and seventy-one, and to continue for the term of ten years, provided that it shall be lawful for the Postmaster-General to determine this contract at the end of three years, if the General Assembly of New Zealand shall refuse to ratify the same for a longer time, and notice of such refusal shall have been given in writing to the Contractors, or left with their agent in Wellington, hereby authorized to receive the same, within six calendar months after the first steam vessel under this contract shall arrive at Wellington.

2. The Government of New Zealand shall and will use their best endeavours to obtain from the General Assembly a ratification of this contract for the full period of ten years.

3. The steam vessels to be employed under this contract shall be the "Nevada," the "Nebraska," the "Dacotah," and the "Moses Taylor," provided that the last named vessel shall be used only in cases of emergency—no other of the said vessels being available by reason of unavoidable accident; and if either of the said vessels shall be lost, or become unserviceable, another vessel, to be approved of in writing by the Postmaster-General, shall be substituted.

4. It shall be lawful for the Contractors to substitute other vessels for those named, provided that such substitution shall be previously assented to in writing by the Postmaster-General.

5. The steam vessels to be from time to time employed in the performance of this contract shall be always fitted out, furnished, and provided with every requisite for rendering them constantly efficient for the service in every particular as first-class mail and passenger steam vessels.

6. One of the vessels to be employed under this contract shall leave San Francisco once in every calendar month, or once in every twenty-eight days if required, as hereinafter provided, and shall proceed thence to Port Chalmers, by way of and calling at Auckland, Wellington, and Lyttelton, in New Zealand; and one of the said vessels shall leave Port Chalmers once in every calendar month, or once in every twenty-eight days if required, as hereinafter provided, and shall proceed thence to San Francisco by way of and calling at Lyttelton, Wellington, and Auckland.

7. The said steam vessels may call at two intermediate places, and no more, between Auckland and San Francisco, and between San Francisco and Auckland, and such two places may be at any of the Hawaiian, Society, Navigators, or Fijian Islands, as William Neilson, whose signature is hereto affixed as agent of the Contractors, shall think fit and appoint; and such ports, after being appointed, may be altered from time to time by the Contractor, with the consent of the Postmaster-General, but not otherwise.

8. The time (including stoppages) allowed for the voyage between San Francisco and Auckland, and Auckland and San Francisco, shall not exceed 576 hours; and the Contractors shall use all possible diligence and despatch to depart from Auckland, and thereafter to perform the voyage between Auckland and Port Chalmers within 100 hours, including stoppages, and shall forfeit the sum of £2 per hour for every hour's unnecessary delay.

No. 1 Line.

9. Until an alteration shall be made, as hereinafter provided, branch lines from the main line specified in clause 6 may be run by the Contractors from any ports in New Zealand to any of the Australian Colonies (Australia throughout this contract including Tasmania) and New Caledonia; but no steam vessel shall be run by the Contractors, or by any other persons with their consent or concurrence, to any of the Australian Colonies or to New Caledonia except from a port in New Zealand.

10. For the above-mentioned service the New Zealand Government shall pay the Contractors a sum after the rate of £40,000 for twelve complete voyages to and from New Zealand and San Francisco, and all mails that the Postmaster-General shall require to be carried during the continuance of this service shall be carried free of cost. It shall be lawful for the Postmaster-General, but not for the Contractors, to make any arrangements he may think fit with any of the Australian Governments and with the Government of New Caledonia, and all sums payable under such arrangements until this line be altered, as hereinafter provided, shall be equally divided between the Government of New Zealand and the Contractors.

No. 2 Line.

11. At any time within six calendar months after the first of the said steam vessels shall arrive at Wellington in pursuance of this contract, it shall be lawful for the Postmaster-General to require, by notice in writing, that thirteen voyages each way, as specified in clause 6, instead of twelve, shall be performed in every twelve calendar months; and in such case the Contractors shall, if required by the Postmaster-General, run in connection with the main line specified in clause 6 a branch steamer between Auckland and Sydney, New South Wales, for an equal number of voyages.