

1876.

NEW ZEALAND.

SUEZ MAIL SERVICE.

(FURTHER PAPERS RELATING TO).

In continuation of Papers presented on the 27th July, 1875.

No. 1.

Messrs. McMECKAN, BLACKWOOD, and Co. to the Hon. the POSTMASTER-GENERAL, New Zealand.
SIR,— Melbourne, 2nd February, 1876.

We have the honor to remind you that our contract for the conveyance of the English mails between your colony and this port terminates in the course of a few months.

Our purpose in now addressing you is to ascertain if you are desirous of the service being continued. If so, we shall be agreeable to enter into a new contract for a further period of three years, on the same terms as the existing one, although the remuneration is very low indeed.

We have, &c.,

McMECKAN, BLACKWOOD, AND Co.

The Hon. the Postmaster-General of New Zealand.

No. 2.

The Hon. Sir J. VOGEL to Messrs. McMECKAN, BLACKWOOD, and Co., Melbourne.
(Telegram.) 28th March, 1876.

YOUR contract. Are you willing renew for two years?

Messrs. McMeckan, Blackwood, and Co.

JULIUS VOGEL.

No. 3.

Messrs. McMECKAN, BLACKWOOD, and Co., Melbourne, to the Hon. Sir J. VOGEL.
(Telegram.) 29th March, 1876.

WILLING continue contract. Three years would best suit your arrangements. Please reply.

McMECKAN, BLACKWOOD, AND Co.

The Hon. Sir Julius Vogel, Wellington.

No. 4.

The Hon. Sir J. VOGEL to Messrs. McMECKAN, BLACKWOOD, and Co., Melbourne.
(Telegram.) 30th March, 1876.

WE will renew contract for two years. Cable if you accept.

Messrs. McMeckan, Blackwood, and Co.

JULIUS VOGEL.

No. 5.

Messrs. McMECKAN, BLACKWOOD, and Co., Melbourne, to the Hon. Sir J. VOGEL.
(Telegram.) 31st March, 1876.

We accept to renew contract for two years.
The Hon. Sir Julius Vogel, Wellington.

McMECKAN, BLACKWOOD, AND Co.

No. 6.

Mr. GRAY to Messrs. McMECKAN, BLACKWOOD, and Co.

GENTLEMEN,—

General Post Office, Wellington, 7th April, 1876.

Adverting to your letter of the 2nd February last and subsequent telegrams (copies of which are attached), relative to the renewal of the present contract for the conveyance of Suez English mails to and from Melbourne and this colony, I am directed to inform you that the Postmaster-General has decided to accept your offer to renew the contract for two years, as expressed in your telegram of the 31st ult.

The necessary bond will be prepared without delay, and forwarded you for execution.

I have, &c.,

W. GRAY,

Secretary.

Messrs. McMeckan, Blackwood, and Co., Melbourne.

No. 7.

Messrs. McMECKAN, BLACKWOOD, and Co. to the Hon. the POSTMASTER-GENERAL, New Zealand.
Sir,— Melbourne, 6th April, 1876.

We have the honor to acknowledge receipt of your telegrams dated 28th and 30th March ult.

That of the 28th—"Your contract. Are you willing to renew for two years?"—we replied to as follows:—"Willing continue contract; three years would best suit our arrangements; please reply." And that of the 30th—"338. We will renew contract for two years; cable if you accept"—was answered "We accept to renew contract for two years." The first item of your second telegram, "338," we did not thoroughly understand, but presumed it referred to the time of transmission from your office.

If you will be good enough to send us the contract for signature the matter shall have our prompt attention, and our best endeavour will be used to as faithfully fulfil our part in the future as in the past.

We have, &c.,

The Hon. the Postmaster-General,
Wellington.

McMECKAN, BLACKWOOD, AND Co.

No. 8.

Messrs. McMECKAN, BLACKWOOD, and Co. to the SECRETARY, General Post Office, Wellington.
Sir,— Melbourne, 20th April, 1876.

We have the honor to acknowledge receipt of your communication of 7th inst., covering copies of telegrams dated 28th, 29th, 30th, and 31st March ult., and are sorry to find a serious error has occurred in that to the Hon. the Postmaster-General from ourselves, dated 29th, by the word "your" being substituted for "our."

The original, now in possession of the Superintendent of Telegraph Department, Melbourne, and which we have just seen, is perfectly distinct, and runs thus—"Willing continue contract; three years would best suit our arrangements; please reply." Whereas the copy you enclose reads—"Willing continue contract; three years would best suit YOUR arrangements; please reply."

We regret this word should have been substituted, as it would appear as if we were presuming to dictate to you, and hope it has not in any way influenced the term of renewal of the contract to two years, as under existing circumstances a three years' extension would best suit our arrangements; and if not finally closed, we would respectfully beg your further and favourable consideration of the matter.

Possibly this may be in time for inserting three years in the bond; or if the document has already left you, will you be good enough to give us authority to make the alteration here, provided you are agreeable to it.

We have, &c.,

The Secretary, General Post Office,
Wellington.

McMECKAN, BLACKWOOD, AND Co.

No. 9.

Mr. GRAY to Messrs. McMECKAN, BLACKWOOD, and Co.

GENTLEMEN,—

General Post Office, Wellington, 16th May, 1876.

I have been directed to acknowledge the receipt of your letter of the 20th ult., and to thank you for having taken the trouble to point out an error which was made in transmitting your telegram of the 29th March, addressed to the Postmaster-General. I am to add, however, that the Postmaster-General is not prepared to extend the contract for the conveyance of the Suez-English mails, to and from this colony and Melbourne, beyond two years.

Herewith I forward two copies of the Articles of Agreement for the service in question, signed by the Postmaster-General, one of which I have to request you to be good enough to return to this department after being duly executed.

I have, &c.,
W. GRAY,
Secretary.

Messrs. McMeckan, Blackwood, and Co., Melbourne.

Enclosure in No. 9.

ARTICLES OF AGREEMENT.

ARTICLES of Agreement made this thirteenth day of June, in the year of our Lord one thousand eight hundred and seventy-six, between James McMeckan and John Hutchison Blackwood, both of Melbourne, in the Colony of Victoria, carrying on business in copartnership as Shipowners under the style or firm of "McMeckan, Blackwood, and Company," (hereinafter styled "the Contractors,") of the one part, and the Honorable Sir Julius Vogel, Knight, the Postmaster-General of the Colony of New Zealand, on behalf of the Government of New Zealand, in pursuance of the provisions of "The New Zealand Post Office Act, 1858," of the other part, WITNESS, that for the considerations hereinafter mentioned, the said Contractors, for themselves, their heirs, executors, administrators, and assigns, covenant with the said Postmaster-General, and his successors in office, hereinafter styled "the Postmaster-General,"—

1. That at all times during the continuance of this agreement, or so long as the service hereby agreed to be performed between Melbourne and Wellington ought to be performed in pursuance thereof, the Contractors will, for the purpose of conveying, as hereinafter provided, all Her Majesty's Mails, which shall at any time, and from time to time, by the Postmaster-General, or any of his officers or agents, be required to be conveyed, provide and keep seaworthy, and in complete repair, for such conveyance, once each way every four weeks between Melbourne and Wellington, a sufficient number of good, substantial, and efficient steam vessels for the said service.

The term "Mails," used in this agreement, shall mean and include all letters, boxes, bags, or packets of letters, newspapers, books, or printed papers, sent by the post, to whatever country or place they may be addressed, or in whatever country or place they may have originated; and all empty bags and other stores, used or to be used in carrying on the Post Office service, which shall be sent by or to or from the Post Office.

2. The vessels to be employed under this agreement shall be always furnished, while in actual use, with all appropriate and necessary machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil for lamps and engines, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning conductors, charts, chronometers, proper nautical instruments, medicines, and whatsoever else may be requisite for equipping the said vessels, and rendering them constantly efficient for the service hereby agreed to be performed; and also manned and provided with competent officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men—to be in all respects, as to vessels, engines, equipments, officers, engineers, and crew, subject to the first instance, and from time to time, and at all times afterwards, to the approval of the Postmaster-General, or of such other competent person or persons as he shall at any time or times, or from time to time, authorize to inspect and examine the same.

3. The steam vessels to be employed under this agreement, when carrying mails from Melbourne, shall proceed thence by way of and calling at Bluff Harbour, Port Chalmers, and Lyttelton, in New Zealand; and when carrying mails from Wellington to Melbourne, shall proceed thence by way of and calling at Lyttelton, Port Chalmers, and Bluff Harbour aforesaid. At each of the ports named in this clause the said steam vessels shall land and receive mails, whether on the trip from Melbourne to Wellington or from Wellington to Melbourne, and such service shall be included in and be deemed to be part of the service herein agreed to be performed.

4. One of the said steam vessels shall, within a reasonable time after the arrival of the European Mail at Hobson's Bay in each month, leave that port for Wellington aforesaid, proceeding thereto by the route specified in clause 3; and shall deliver the said mails in New Zealand within the following times from the arrival of the European Mails in Hobson's Bay, that is to say,—

At Bluff Harbour	...	...	...	...	168 hours, or 7 days.
„ Port Chalmers	...	...	...	...	192 hours, or 8 days.
„ Lyttelton	...	...	...	...	228 hours, or 9½ days.
„ Wellington	...	...	...	...	252 hours, or 10½ days.

Provided that, if the said European Mail shall arrive in Hobson's Bay more than forty-eight hours before its due date, then a proportionate time shall be added to the number of hours fixed for the delivery of the mails at Wellington.

5. One of the said steam vessels shall, in the event of the European Mail not arriving in Hobson's Bay at its due date, await the arrival of such mail for a period of forty-eight hours without extra

remuneration, but not longer. In the event of the European steamer not arriving on the expiration of the above period, the Contractors shall despatch the said European Mail by first opportunity after its arrival in Hobson's Bay by some other steam vessel, without extra payment; and such last-mentioned steam vessel shall not be bound to proceed by the route mentioned in the last clause.

6. One of the said steamships shall leave Wellington once every four weeks, at the date specified in a Time Table to be furnished by the Postmaster-General: Provided that the Postmaster-General may from time to time alter the dates specified in such Time Table, on giving reasonable notice to the Contractors of the required alteration; and the altered dates shall be observed and kept as if the same had been specified herein.

7. The steam vessel from Wellington to Melbourne shall be despatched from Wellington not less than 264 hours (eleven days) before the date fixed for the departure of the mail to Europe from Melbourne; than and the said mail shall be delivered on board the European Mail steamer as hereinafter provided, within 156 hours (six and a half days) after leaving Bluff Harbour. For the purposes of this agreement, each day shall be reckoned as a day of twenty-four hours.

8. The said steam vessels shall, without any further or extra charge, convey the said mails to and from the Ports of Nelson, Greymouth, and Hokitika, and shall deliver and receive at the ship's side such mails at the said Ports of Hokitika and Greymouth, but only at the Ports of Greymouth and Hokitika if the weather shall permit; and in any case the said steam vessels shall not be bound to remain at the said ports for the purpose of landing or receiving mails as aforesaid.

9. All mails for New Zealand by the European Mail ships *viâ* Melbourne, and from New Zealand for transmission by the European Mail ships *viâ* Melbourne, shall be respectively taken from and delivered on board the European Mail ships in Hobson's Bay, at Melbourne, by and at the expense of the Contractors, in boats seaworthy and suitable for the purpose, furnished with effective covering for the mails, and properly provided, manned, and equipped by the Contractors, to the satisfaction of the Postmaster-General or his Agent.

10. A chief-cabin passage to and from Hobson's Bay and back, free of cost either for passage or victualling, shall be provided by the Contractors on all occasions when required by the Postmaster-General for an Agent of the New Zealand Post Office; and also a safe and proper place of deposit for the mails.

11. The Contractors, and all commanders and other officers of the vessels employed in the performance of this agreement, and all agents, seamen, and servants of the Contractors, shall at all times punctually attend to the orders and directions of the Postmaster-General, his officers or agents, as to the mode, time, and place of landing, delivering, and receiving of mails.

12. The Contractors shall not, nor shall any of the masters, officers, seamen, or other servants of the Contractors, on any of the vessels employed or to be employed under this agreement, receive, or permit to be received, on board any of the vessels employed under this agreement, any letters for conveyance other than those duly in charge of the said Mail Agent, or other person authorized to have charge of the said mails in accordance herewith, or which are or may be privileged by law; and in case of any such default in the provision of this clause, the Contractors shall be liable to be proceeded against for a breach of this agreement.

13. The sum of one hundred pounds shall be paid by the Contractors to the Postmaster-General if on any occasion either of the said steamships shall not deliver the European Mails in New Zealand within the times specified in clause 4 of this agreement, and an additional sum of four pounds per hour after the first twenty-four hours shall be in a like manner paid for every delay in delivering the mails after the expiration of such first period of twenty-four hours.

14. If the Contractors shall fail in any period of four weeks herein provided for to deliver the homeward mails to the European Mail steamship at Hobson's Bay before her departure from that port with her homeward mails, the Contractors shall pay to the Postmaster-General the sum of one hundred pounds in addition to any other penalties which they may become liable to under these presents.

15. If there be no Post Office Agent on board, the masters of the said steamships shall, without charge to the Government, take care of, and the Contractors shall be responsible for, the receipt, safe custody, and delivery of the mails, according to the terms of this contract.

16. The Contractors shall not assign, underlet, or dispose of this agreement, or any part thereof, without the consent of the Postmaster-General, signified in writing under his hand, or under the hand of the Secretary of the Post Office of New Zealand; and in case of the same or any part thereof being assigned, underlet, or otherwise disposed of, or of any gross or habitual breach of this agreement, or of any covenant matter or thing herein contained, on the part of the Contractors, their officers, agents, or servants, and whether there be or be not any penalty or sum of money payable by the Contractors for any breach, it shall be lawful for the Postmaster-General, if he shall think fit (and notwithstanding there may or may not have been any former breach of this contract), by writing under his hand, or under the hand of the Secretary of the Post Office of New Zealand, to determine this agreement without any previous notice to the Contractors or their agents, nor shall the Contractors be entitled to any compensation in respect of such determination.

17. During the continuance of this agreement, and so long as it shall be faithfully carried out by the Contractors, no charge for pilotage, lighthouse dues, or harbour dues, shall be made at any port in New Zealand for any of the steam vessels employed in carrying out this contract.

18. All sums of money hereinbefore stipulated to be forfeited or paid by the Contractors, shall be considered as stipulated or ascertained damages, and may at the option of the Postmaster-General be deducted and retained out of any money payable to the Contractors under this contract, or judgment for the amount, as upon a debt due by or from the Contractors to Her Majesty, together with full costs of suit, may be entered up thereon in the Supreme Court of New Zealand.

19. For the faithful performance of all the covenants, stipulations, and agreements hereinbefore contained, the Contractors bind themselves respectively, and their respective heirs, executors, and administrators, in the sum of one thousand pounds (£1,000) sterling, to be paid to our Sovereign Lady the Queen, her heirs and successors, by way of stipulated or ascertained damages, in manner following: that is to say, the sum of one thousand pounds (£1,000) in case of wilful failure or default on the part

of the Contractors in the due performance of this contract, or any part thereof, in respect of each or either of the said Mail Services hereby contracted for—that is to say, the service from Wellington to Melbourne, and the service from Melbourne to Wellington, in the manner herein provided.

20. And in consideration of the due and faithful performance by the said Contractors of all the services hereby contracted to be performed by them, the said Postmaster-General, on behalf of the Government of New Zealand, hereby covenants with the said Contractors, their executors and administrators, to pay to them for the said services at the rate of three hundred and eighty-four pounds twelve shillings and fourpence (£384 12s. 4d.) for the complete double service from Melbourne to Wellington, and from Wellington again to Melbourne, at the Treasury in Wellington, in accordance with the terms of this agreement. Such payments shall be made to the Agent of the Contractors in Wellington on the first day of each calendar month, until other arrangements for such payments shall be made by the Contractors, of which due notice shall be given to the Postmaster-General.

21. All notices or directions which the Postmaster-General, his officers, agents, or others, are hereby authorized to give to the Contractors, their officers or agents, may at the option of the Postmaster-General, his officers, agents, or others, either be delivered to the masters of any of the said vessels, or other officer or agent of the Contractors in the charge or management of any vessel employed in the performance of this agreement, or left for the Contractors at their usual or last known office or house of business in Melbourne; and any notices or directions so given or left shall be binding on the Contractors.

22. It is lastly agreed by and between the said parties hereto, that this contract shall be deemed to have commenced with bringing the English Mails for New Zealand from Hobson's Bay on the 19th September, 1876, and (unless this contract shall be determined under the powers herein contained) shall continue in force until the delivery at Hobson's Bay of the last of the outgoing mails for England which shall be despatched from New Zealand in the month of September, 1878, and so as that such last-mentioned service shall complete a total of twenty-six services in accordance with this agreement.

In witness whereof the said Postmaster-General
and James McMeckan and John Hutchison
Blackwood have hereunto set their hands
and seals, the day, month, and year first
above written.

Signed, sealed, and delivered by Sir Julius Vogel,
Knight, Postmaster-General of the Colony
of New Zealand, in the presence of—

JULIUS VOGEL.

W. GRAY,
Secretary, General Post Office.

Signed, sealed, and delivered by James McMeckan
and John Hutchison Blackwood in the pre-
sence of—

JAMES McMECKAN.
JOHN HUTCHISON BLACKWOOD.

J. T. OGDEN.

No. 10.

Messrs. McMECKAN, BLACKWOOD, and Co. to the SECRETARY, General Post Office, Wellington.
Sir,— Melbourne, 14th June, 1876.

We have the honor to acknowledge due receipt of your communication of 16th ultimo, covering two copies of the Articles of Agreement, for the conveyance of the Suez English Mails between Melbourne and New Zealand for a period of two years, commencing in September next; and beg to return herewith one copy duly executed by the members of this firm.

We have, &c.,
McMECKAN, BLACKWOOD, and Co.,
per J. T. OGDEN.

The Secretary, General Post Office, Wellington.

