

No. 97.

AUTHORITY for the Hon. the POSTMASTER-GENERAL to enter into a Contract with the New Zealand Shipping Company (Limited).

To the Hon. Joseph George Ward, Postmaster-General.

In pursuance of the provisions of section 8 of "The Post Office Act, 1881," I, William Hillier, Earl of Onslow, the Governor of the Colony of New Zealand, do hereby direct you, Joseph George Ward, the Postmaster-General of the said colony, in your own name to enter into a contract in writing, on behalf of the Government of the said colony, with the New Zealand Shipping Company, Limited, for the carriage of mails each way between New Zealand and Plymouth, England, for a period of twelve months from the eleventh day of December, 1890; the said contract to be subject in all respects to such terms and conditions as to you shall seem fit.

Given under my hand at Wellington, in the said colony, this ninth day of February, 1891.

ONSLow, Governor.

No. 98.

AGREEMENT BETWEEN THE NEW ZEALAND SHIPPING COMPANY LIMITED AND THE POSTMASTER-GENERAL OF NEW ZEALAND.

ARTICLES of AGREEMENT made and entered into this fourteenth day of April, 1891, between the Honourable JOSEPH GEORGE WARD, the Postmaster-General of the Colony of New Zealand, appointed under the provisions of "The Post Office Act, 1881," and acting for and behalf of the Government of the said colony, of the one part, and THE NEW ZEALAND SHIPPING COMPANY LIMITED, carrying on business at Christchurch, in the said colony (hereinafter referred to as "the company"), of the other part: Witness that, for the consideration herein set forth, the company doth, for itself, its successors and assigns, hereby covenant with the said Postmaster-General and his successors; and the said Postmaster-General, on behalf of himself and his successors and of the Government of the said colony, doth 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, unless inconsistent with the context, have the meanings hereby assigned to them:—

"Postmaster-General" means the Postmaster-General for the time being of the Colony of New Zealand, and includes also any member of the Executive Council of the colony acting for and on behalf of the Postmaster-General:

"Company" means the New Zealand Shipping Company Limited, and includes its successors and assigns:

"Mails" include all boxes, bags, or packets of letters, newspapers, or printed papers, patterns, and all other articles transmissible by means of the Post Office, without regard either to the place to which they may be addressed or to that in which they may have originated, and 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 transmitted at any one time by any of the vessels for the time being employed in the mail service under this contract:

"Hours" mean hours calculated according to Greenwich time:

"Master" includes any officer for the time being having command or charge of any steam-vessel employed in performing this contract.

2. The company shall from time to time, and at all times hereafter during a period of twelve calendar months computed from the eleventh day of

December, 1890 (unless previously terminated in pursuance of the provision for that purpose hereinafter contained), convey all Her Majesty's mails, 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 and to the Port of Plymouth, in England, and either of the Ports of Auckland, Wellington, Lyttelton, Port Chalmers, or Bluff, in New Zealand, and any port or ports intermediate between Plymouth and New Zealand at which the steam-vessels hereinafter mentioned may call, as hereinafter provided, or of any such ports, within the times and in the manner provided for.

3. So long as the whole or any part of the services hereby agreed to be performed in pursuance of this contract ought to be performed, the company shall and will provide, and keep seaworthy and in complete repair and readiness for such a purpose, the steam-vessels known by the names of the "Ruapehu," "Tongariro," "Aorangi," "Kaikoura," "Rimutaka," "Arawa," "Tainui," "Doric," "Ionic," and "Coptic," respectively, and any other steam-vessels that may from time to time be lawfully used for the purposes of this contract: Provided that should any of the said steam-vessels become disabled through tempestuous weather, or by reason of accident beyond the control of the company, the company may—

(1.) Either provide and equip a steam-vessel or steam-vessels as a substitute or substitutes, capable of performing the voyage within the time specified, and any substitute vessel shall not (except in any special case with the permission in writing of the Postmaster-General) be of less gross tonnage than 2,500 tons, and all the provisions of this contract, so far as applicable, shall extend to any such substitute vessel as aforesaid during the period she is necessarily used for that purpose; or

(2.) May give the Postmaster-General immediate notice in writing of its intention to abandon the further performance of this contract; and thereupon, and after the completion of voyage or voyages on which any vessel or vessels may, at the date of the service of such notice on the Postmaster-General, have started in accordance with these presents, the contract hereby made shall cease and determine, but without prejudice to the rights and liabilities of the parties hereto up to the period when such determination takes effect.