

No. 74.

The SECRETARY, Postmaster-General's Department, Melbourne, to the SECRETARY, General Post Office, Wellington.

Commonwealth of Australia, Postmaster-General's Department,
Melbourne, 6th April, 1904.

SIR,—

With reference to your communication of the 20th November last, I have the honour to forward herewith a copy of the contract for the extension of the mail-service between Sydney and Vancouver.

I have, &c.,

The Secretary, General Post Office, Wellington.

ROBT. T. SCOTT, Secretary.

Enclosure in No. 74.

ARTICLES OF AGREEMENT made and entered into this thirtieth day of October, one thousand nine hundred and three, between the Honourable Sir PHILIP OAKLEY FYSH, the Postmaster-General of the Commonwealth of Australia (hereinafter referred as the "Postmaster-General"), and herein contracting in his official capacity as Postmaster-General for and on behalf of the said Commonwealth and not so as to incur any personal liability, on the one part, and the UNION STEAM SHIP COMPANY OF NEW ZEALAND (LIMITED), an incorporated company carrying on business in the Commonwealth and elsewhere (hereinafter referred to as the "Contractors"), of the other part.

WHEREAS by two several agreements, dated respectively the 5th day of June, 1899, and the 15th day of August, 1899, copies of which are annexed hereto (the agreement dated the 5th day of June, 1899, being hereinafter referred to as the "New South Wales agreement," and the agreement dated the 15th day of August, 1899, being hereinafter referred to as the "Queensland agreement," and the two agreements being together hereinafter referred to as the "said agreements"), Messrs. Burns, Philp, and Company (Limited) contracted to provide, establish, and carry on a mail-service under and subject to the terms, covenants, and conditions contained in the said agreements, between the City of Sydney, in the State of New South Wales; the City of Brisbane, in the State of Queensland; and the City of Vancouver, in the Province of British Columbia: And whereas the said agreements have expired: And whereas the Contractors have agreed to carry on the mail-services on the terms and subject to the conditions and covenants set out in the said agreements for a further period of two years from the 1st day of May, 1903, in all respects as if the said agreements had originally been made to expire on the 1st day of May, 1905, save and except the increased subsidy hereinafter mentioned to be paid from and after the 1st day of May, 1903:

Now this agreement witnesseth that, in consideration of the premises, it has been agreed between the Postmaster-General, for himself and his successors in office, and the Contractors, for themselves and their assigns, as follows:—

1. That the Contractors shall carry on the mail-services specified in the said agreements for two years from the 1st day of May, 1903, and observe and perform all conditions and covenants in the said agreements and this agreement on their part to be observed and performed.

2. That the expression "Postmaster-General" in the said agreements shall mean the Postmaster-General for the time being of the Commonwealth, and the expression "Contractors" therein shall mean the Union Steam Ship Company of New Zealand (Limited) or its assigns.

3. That the Postmaster-General shall pay to the Contractors, subject to their faithful performance of all covenants, agreements, and stipulations to be performed on their part pursuant to the said agreements and this agreement, for each round trip performed thereunder, the subsidies following: New South Wales agreement—One thousand and forty-eight pounds nineteen shillings (£1,048 19s.), being an increase of £279 14s. 5d.; Queensland agreement—Seven hundred and eighty-six pounds fourteen shillings and threepence (£786 14s. 3d.), being an increase of £209 15s. 9d.

4. That the Contractors shall forthwith repair and improve, to the satisfaction of the Prime Minister of the Commonwealth, or, at his option, the Postmaster-General, the steamship "Miowera," one of the steamships employed in the services under the said agreements, so as to be equal to either the "Moana" or the "Aorangi," two other steamships employed in the said services.

5. The said steamer "Miowera," when so repaired and improved, and the "Moana" and "Aorangi," or other steamers equal to the said steamers in every respect and approved of by the Postmaster-General, shall be regularly and continuously employed in the said service.

6. The said Contractors shall in all respects be subject to all the postal laws of the Commonwealth, and all the regulations lawfully made thereunder.

In witness whereof the Postmaster-General has hereunto set his hand and affixed his seal, and the common seal of the Union Steam Ship Company of New Zealand has been hereto affixed, the day and year first before written.

Signed, sealed, and delivered by the said Sir Philip Oakley Fysh in the presence of—

HENRY L. D'EMDEN,
Deputy Postmaster-General, Tasmania.

P. O. FYSH.

[Seal.]

The common seal of the Union Steam Ship Company (Limited) was hereto affixed by us, the undersigned, and we certify that we are the proper officers of the said company by whom or in whose presence the said common seal is to be affixed to all deeds executed by the said company.

GEO. MCLEAN, } Directors.
JAMES MILLS, }

[Seal.]