

1904.

NEW ZEALAND.

SOUTH AFRICAN STEAM SERVICE :

COPY OF AGREEMENT BETWEEN THE GOVERNMENT AND THE NEW ZEALAND AND AFRICAN STEAMSHIP COMPANY.

Laid on the Table of the House by Leave.

AGREEMENT.

Agreement made this 12th day of June, 1904, between His Majesty in right of his Colony of New Zealand (who with his successors and assigns is hereinafter referred to as "the King") of the one part, and the New Zealand and African Steamship Company (hereinafter referred to as "the Contractors") of the other part, witnesseth that it is hereby mutually agreed between the parties hereto as follows, that is to say :—

1. In this agreement the following words and expressions shall, unless the context otherwise requires, have the meanings herein given to them :—

"The Government" means His Majesty the King, his heirs and successors, acting by His Majesty's Government in the said colony.

"The Postmaster-General" means the Postmaster-General of the colony of New Zealand.

"Mails" includes all matter which under the law in force in the said colonies respectively may be transmitted by post.

2. This contract shall remain in force for the term of three years from the date hereof, subject to determination as hereinafter provided.

3. The contractors will from time to time, and at all times during the continuance of this contract, provide and maintain steamers of the character and capacity hereinafter mentioned, and despatch one of such steamers twelve times during each year, and as nearly as possible monthly, from a safe port in New Zealand, to be appointed by the contractor and approved by the Government (hereinafter called "the port of departure"), to at least four ports on the west coast of the United Kingdom, and despatch at similar intervals a steamer from three ports on the west coast of the United Kingdom for New Zealand ports, as hereinafter provided.

4. The Contractors shall at their sole expense advertise the proposed dates of the sailing of each ship from each port in New Zealand in such newspapers or in such other manner and for such time as may be agreed upon, or, in default of agreement, may be appointed by the Government.

5. Each such steamer shall be in good seaworthy condition, of modern build, of class 100 A1 at Lloyd's, refrigerated, and shall be of not less than about 5,000 tons gross register.

6. The Contractors shall provide on board the said steamers such space for the carriage of mails as the Postmaster-General of the Colony of New Zealand may from time to time require, which shall be paid for at Postal Union rates.

7. Each such steamer shall be properly insulated for the carriage of refrigerated cargo equal to 100,000 carcasses of mutton, and shall be fitted with modern refrigerating machinery and all modern improvements, which shall be at all times maintained in efficient working-order by the Contractors. The freezing-chambers for the carriage of refrigerated cargo shall immediately before or on arrival at the first port of loading be cooled down to a maximum of 15 degrees above zero for at least twenty-four hours prior to taking in such cargo to the satisfaction of an officer appointed by the Government, or, failing such an appointment, to the satisfaction of Lloyd's agent; any such inspection to be at the expense of the Government.

8. The Contractors shall on each voyage to and from New Zealand call at not more than two ports in Australia.

9. The rates of freight to be charged by the Contractors, both on refrigerated cargo and on general cargo, shall not exceed the summer and winter rates now current between New Zealand ports and London, and the rates of freight from the west coast ports of the United Kingdom to direct New Zealand ports shall not exceed those current at present from London to New Zealand. Each voyage to and from the west coast ports of the United Kingdom shall be completed at an average ocean speed of eleven knots per hour.

10. Special rates to passengers of the farming class shall not exceed existing rates as set forth in the schedule hereto marked "A"; provided, however, that should any reduction in such rates be made in the future by the existing or any other line of steamers the same reduction shall be extended to the Government by the Contractors. Provided further, that should the Government at any time arrange or agree to contribute towards the passage-money of intending settlers from the United Kingdom, such contributions shall not be due and payable until such time as the said settlers are duly landed in the colony.

11. In consideration of the premises the Government undertake to ship one-half of all cargo under their control from the west coast ports of the United Kingdom, and one-half of such cargo coming forward from London by the Contractors' line of steamers, provided that the Contractors give sufficient public notice of the sailing-dates of such steamers, and that should any cargo at any time be shut out, the Government shall be at liberty to make other arrangements for the shipment of such cargo.

12. That should there be in the opinion of the Government sufficient cargo offered in New Zealand for ports on the west coast of the United Kingdom other than Liverpool and Glasgow, the Contractors will on receipt of written notice to that effect send steamers to such additional ports also.

13. This contract shall not be assigned, underlet, or disposed of unless the consent of the Government (by some Minister thereof in writing) has first been obtained.

14. From all the provisions of this contract there shall be excepted the act of God, the King's enemies, restraints of princes, rulers, or people, fire, shipwreck, and dangers and perils of the sea, and of navigation of every kind.

15. Any notice which may be given to the contractors under the provisions of these presents shall be deemed to have been duly served if it has been sent to the Contractors' or their agents' last-known place of business.

16. Any right, power, or authority, or privilege conferred on the Government by this contract may be exercised or enjoyed by the Minister of Industries and Commerce for the time being, or the person from time to time performing the duties of that office, and any written instrument or notice required to be served upon or given to the Government under or in pursuance of any provision herein contained shall be deemed to have been regularly served or given if the same is delivered or given to such Minister, unless express provision is made to the contrary.

17. The Government may at any time, and from time to time, delegate all or any of the powers vested in them by virtue of these presents to such person or persons as they may think fit.

18. If any doubt, dispute, or difference of opinion touching any matter arising out of this contract or in anywise connected therewith shall arise between the Government and the Contractors, the same shall be referred to arbitration in accordance with the provisions of "The Arbitration Act, 1890," of New Zealand.

As witness the hands of the parties hereto.

Signed in the name and on behalf of His Majesty the King by the
Honourable Sir Joseph George Ward, K.C.M.G., Minister of
Industries and Commerce, in the presence of—
G. S. MUNRO,
Wellington.

J. G. WARD.

Signed by the New Zealand and African Steamship Company on
behalf of the Federal Houlder Line.

A.

THE SCHEDULE REFERRED TO IN CLAUSE 10.

| Full Rate. | Payment by Passenger. | Payment by Government. | Companies' Reduction. |
|---------------------------------|-----------------------|------------------------|-----------------------|
| | £ | £ | £ |
| Second class, £38 | 27 | 4 | 7 |
| Third class— | | | |
| In four-berth cabin, £19 | 10 | 4 | 5 |
| In two-berth cabin, £21 | 12 | 4 | 5 |

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