

1875.

NEW ZEALAND.

SAN FRANCISCO MAIL SERVICE,

(FURTHER PAPERS RESPECTING).

Presented to both Houses of the General Assembly by Command of His Excellency.

No. 1.

Mr. RUSSELL to the Hon. the COLONIAL SECRETARY, Wellington.

SIR,—

London, 20th August, 1875.

I have the honor to enclose copy of notice given to the Pacific Mail Company relative to the commencement of the new service, also a copy of letter addressed by Sir Daniel Cooper and myself, to the Secretary of the General Post Office here, enclosing contract and time table; I also enclose some spare copies of the table.

The time table has been compiled with great care, and with the assistance of the authorities of the General Post Office. From our letter to Mr. Page, you will observe that we are endeavouring to secure the transit of our mails from New York to this country by certain steamers leaving New York on Wednesday and Saturday. The boats referred to make their voyages across the Atlantic with great speed, and, unless under very exceptional circumstances, the dates of their arrival at Queenstown may very well be relied upon, while the steamships of other lines leaving New York on other days of the week are not so remarkable for their speed and regularity. I have taken a great deal of trouble with this question, and I am satisfied, if the American postal authorities will comply with our request, that the delivery of our mails in future will be more reliable than it has been.

You will also see that I have altered the date of closing the mail in London from the Tuesday to the Thursday. Hitherto the mail has been sent by a slow boat leaving Queenstown for Boston on the Wednesday; in future it will be despatched by the Inman boats from Queenstown on the Friday; and from this alteration I anticipate the saving of at least one day in the voyage to New York.

I have, &c.,

THOMAS RUSSELL.

The Hon. the Colonial Secretary, Wellington.

Enclosure 1 in No. 1.

SIR,—

London, August 16, 1875.

We have the honor to enclose a copy of the contract we have made, on behalf of our respective Governments, with the Pacific Mail Company of New York, for the conveyance of Her Majesty's mails between New South Wales, New Zealand, and San Francisco, and *vice versa*. You will observe that the sum agreed to be paid annually (£89,950) is the largest amount the colonies have, up to the present time, agreed to pay for this service. This fact, the large sums they have already spent, and their determined perseverance (on the part of New Zealand since 1870, and of New South Wales and New Zealand conjointly since 1873), affords the strongest evidence of the deep interest the two colonies take in this service, and of their desire to make it efficient.

The ships to be employed upon the Pacific part of the route will be much better and faster than those hitherto used, and it is hoped they will keep their time with tolerable certainty; but it is apparent to us that unless we can connect at New York with the fast boats which leave that city on the Saturday or the Wednesday, the arrivals of the mail here must be very uncertain and irregular, and the usefulness of the service be much impaired. We enclose the time table for your approval. Under it, the Homeward mail will be due in San Francisco on the Thursday, and, if to time, should leave San Francisco by the Friday morning express, and reach New York on the following Friday morning, about thirty hours before the departure of the Saturday boat (two in the afternoon of Saturday we believe to be the ordinary hour of sailing). This margin of thirty hours we have allowed to meet the contingency of the non-arrival of the boat at San Francisco on the Thursday, and to cover any delay that may occur on the railway between San Francisco and New York. Our desire is that the mail should be despatched by one of the fast boats leaving New York on Saturday, but that if at any time the mail should not arrive in time for the Saturday boat, then it should be held over for the Cunard boat on the following Wednesday; that, in fact, the Homeward mail should not be sent by any vessels except

the fast Saturday boats of the White Star, Inman, or Cunard, or by the Cunard steamer on the Wednesday. When we made this contract with the American Pacific Mail Company, we remembered and recognized the fact that the American people have a large interest in the success of this line, and we believed, in making the contract with a powerful American company, we should interest them still more in the enterprise, and eventually secure a more speedy transfer of our mails across the Continent. In the meantime, however, we think the plan we have laid down, of sending our mails from New York to England by the boats we have named on the Saturdays and Wednesdays, and by no others, will effect a great improvement in the service, and we beg you will move the postal authorities at Washington to give effect to this request.

We have, &c.,

DANIEL COOPER,
Special Representative of New South Wales.
THOMAS RUSSELL,
Special Representative of New Zealand.

W. Page, Esq., Secretary, General Post Office.

Enclosure 2 in No. 1.

To the Pacific Mail Steamship Company of New York, in the United States of America. WE, the undersigned John Fitzgerald Burns, the Postmaster-General of the Colony of New South Wales, and Sir Julius Vogel, the Postmaster-General of the Colony of New Zealand, as such Postmasters-General, in pursuance of the contract dated the twenty-third day of July, one thousand eight hundred and seventy-five, and made between the undersigned John Fitzgerald Burns, the Postmaster-General of the Colony of New South Wales of the first part, the undersigned Sir Julius Vogel, the Postmaster-General of the Colony of New Zealand of the second part, and you the said Pacific Mail Steamship Company of the third part, do here appoint the days and times mentioned in the printed time tables hereunto annexed, and signed by us respectively, as the days and times on and at which the vessels to be provided and employed for the conveyance of the mails referred to in the said contract, in pursuance of the provisions and stipulations therein contained, shall leave the respective ports of departure.

Dated this seventeenth day of August, one thousand eight hundred and seventy-five.

JOHN FITZGERALD BURNS,
As Postmaster-General of New South Wales,
(by Daniel Cooper, his Attorney).

JULIUS VOGEL,
As Postmaster-General of New Zealand,
(by Thomas Russell, his Attorney).

Sub-Enclosure to Enclosure 2 in No. 1.

TIME TABLE for Mail Service between Great Britain, New South Wales, and New Zealand, by way of San Francisco.

(Approved by the Postmasters-General of New South Wales and New Zealand, on the 12th August, 1875.)

OUTWARD ROUTE.

LEAVE		ARRIVE AT			
LONDON, Thursday Evening.	* SAN FRANCISCO, Wednesday.	AUCKLAND, Sunday.	PORT CHALMERS, Saturday.	SYDNEY, Wednesday.	
1875.					
Oct. 21	Nov. 10	Dec. 5	Dec. 11	Dec. 8	
Nov. 18	Dec. 8	Jan. 2	Jan. 8	Jan. 5	
Dec. 16	Jan. 5	Jan. 30	Feb. 5	Feb. 2	
1876.					
Jan. 13	Feb. 2	Feb. 27	March 4	March 1	
Feb. 10	March 1	March 26	April 1	March 29	
March 9	March 29	April 23	April 29	April 26	
April 6	April 26	May 21	May 27	May 24	
May 4	May 24	June 18	June 24	June 21	
June 1	June 21	July 16	July 22	July 19	
June 29	July 19	August 13	August 19	Aug. 16	
July 27	August 16	Sept. 10	Sept. 16	Sept. 13	
August 24	Sept. 13	Oct. 8	Oct. 14	Oct. 11	
Sept. 21	Oct. 11	Nov. 5	Nov. 11	Nov. 8	
Oct. 19	Nov. 8	Dec. 3	Dec. 9	Dec. 6	
Nov. 16	Dec. 6	Dec. 31	Jan. 6	Jan. 3	
Dec. 14	Jan. 3	Jan. 28	Feb. 3	Jan. 31	

* Or on arrival of the mail from New York.

HOMEWARD ROUTE.

LEAVE			ARRIVE AT	
SYDNEY, Friday.	PORT CHALMERS, Wednesday.	AUCKLAND, Monday.	SAN FRANCISCO, Thursday.	LONDON, Thursday.
1875.				
6 P.M.	6 A.M.	5 P.M.		
Nov. 19	Nov. 17	Nov. 22	Dec. 16	Jan. 6
Dec. 17	Dec. 15	Dec. 20	Jan. 13	Feb. 3
1876.				
Jan. 14	Jan. 12	Jan. 17	Feb. 10	March 2
Feb. 11	Feb. 9	Feb. 14	March 9	March 30
March 10	March 8	March 13	April 6	April 27
April 7	April 5	April 10	May 4	May 25
May 5	May 3	May 8	June 1	June 22
June 2	May 31	June 5	June 29	July 20
June 30	June 28	July 3	July 27	August 17
July 28	July 26	July 31	August 24	Sept. 14
August 25	August 23	Aug. 28	Sept. 21	Oct. 12
Sept. 22	Sept. 20	Sept. 25	Oct. 19	Nov. 9
Oct. 20	Oct. 18	Oct. 23	Nov. 16	Dec. 7
Nov. 17	Nov. 15	Nov. 20	Dec. 14	Jan. 4
Dec. 15	Dec. 13	Dec. 18	Jan. 11	Feb. 1

This is the printed time table referred to in the annexed notice, dated the 17th day of August, 1875.

JOHN FITZGERALD BURNS,
by Daniel Cooper, his Attorney.
JULIUS VOGEL,
by Thomas Russell, his Attorney.

No. 2.

Mr. RUSSELL to the Hon. the COLONIAL SECRETARY, Wellington.

SIR,—

London, 21st August, 1875.

I have the honor to enclose copy of bond, dated 23rd July, 1875, entered into with the Government of New Zealand by the Pacific Mail Company, the several partners of Messrs. John Elder and Co., and Mr. D. R. Macgregor, of Leith, for the due performance of contract made by the Pacific Mail Company for the San Francisco Mail Service.

Previous correspondence will have fully informed you of the reasons for omitting the names of Messrs. John Elder and Co. and of Mr. D. R. Macgregor from the contract of the 23rd July; and further, that it was agreed, on signing the bond, that it should be cancelled and given up to those gentlemen if they failed in making arrangements with the Pacific Mail Company for the use of their two new ships now being finished at Glasgow. Immediately after this agreement, Mr. Ure, the managing partner of Messrs. John Elder and Co., proceeded to New York, and since his arrival there has made arrangements with the Company for the use of his vessels, and therefore the bond remains as a security to your Government.

The Hon. the Colonial Secretary, Wellington.

I have, &c.,
THOMAS RUSSELL.

Enclosure in No. 2.

KNOW ALL MEN BY THESE PRESENTS, that we, THE PACIFIC MAIL STEAMSHIP COMPANY, of New York, in the United States of America; JOHN FRANCIS URE, JOHN LENNOX KINCAID JAMIESON, and WILLIAM PEARCE, of Glasgow, in Scotland, engineers and shipbuilders, trading under the style or firm of JOHN ELDER and Co.; and DONALD ROBERT MACGREGOR, of Leith, in Scotland, shipowner and member of Parliament, are jointly and severally held and firmly bound to the Honorable JOHN FITZGERALD BURNS, the Postmaster-General of the Colony of New South Wales as such Postmaster-General, and acting for and on behalf of the Government of such colony, and to the Honorable SIR JULIUS VOGEL, a Knight Commander of the Most Distinguished Order of St. Michael and St. George, the Postmaster-General of the Colony of New Zealand, as such Postmaster-General, and acting for and on behalf of the Government of such colony, in the sum of twenty-five thousand pounds of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to the said John Fitzgerald Burns and Sir Julius Vogel and their successors in their respective offices of Postmaster-General of the said Colony of New South Wales, and Postmaster-General of the said colony of New Zealand, for which payment, to be well and truly made, we and each of us bind ourselves and himself, our and his heirs, executors, administrators and assigns, and every of them, firmly by these presents. Sealed with our seals.

Dated this twenty-third day of July, one thousand eight hundred and seventy-five.

WHEREAS by certain articles of agreement made and entered into on the twenty-third day of July, one thousand eight hundred and seventy-five, between the said John Fitzgerald Burns, as Postmaster-General of and acting for and on behalf of the Government of the said Colony of New South Wales, of the first part, the said Sir Julius Vogel, as Postmaster-General of and acting for and on behalf of the Government of the said colony of New Zealand, of the second part, and the above bounden the Pacific Mail Steamship Company, who in the said articles of agreement are designated "the Contractors," of the third part: It is witnessed that they the Contractors did for themselves, their successors, and assigns, and each of them did for themselves and their successors and himself his heirs, executors, administrators, and their and his assigns (so far as the covenants and agreements therein-after contained were to be observed and performed by the Contractors), covenant with the Postmaster-General of the Colony of New South Wales and his successors, and with the Postmaster-General of the Colony of New Zealand and his successors, and also as a separate covenant with each of the Postmasters-General and his successors (amongst other things). Art. 2. That the Contractors should, during the period of eight years, to be computed from the fifteenth day of November, one thousand eight hundred and seventy-five, convey all Her Majesty's mails, which, and all other mails, of whatever country or place, which the Postmasters-General or either of them should at any time or from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the ports of Honolulu in the Sandwich Islands, and Kandavau in the Fiji Islands, and according to the routes within the respective times and in manner therein-after provided, and should and would provide and keep seaworthy and in complete repair and readiness for such purpose a sufficient number of, and not less than five, good substantial and efficient screw steam vessels of the first class, and fully equal to class 100, A 1, Lloyd's Register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines, of adequate power for a minimum continuous speed of eleven nautical miles per hour. Art. 3. That the steam vessels to be employed under the now reciting contract should be of the capacity aforesaid, and should be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning conductors, charts, chronometers, nautical instruments, and whatsoever else might be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of eleven nautical miles per hour, and for the service thereby agreed to be performed; and also manned and provided with competent and legally qualified officers, the master or commander having ample experience in command of screw steam vessels, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, and with a competent surgeon; to be in all respects, as to vessels, engines, equipments, and capacity, subject in the first instance, and from time to time and at all times afterwards, to the approval of the Postmasters-General, or of such other person or persons as they should jointly or severally, or at any time or times or from time to time, authorize to inspect and examine the same, and no vessel should be employed or used for the purposes of the now reciting contract until approved as aforesaid. Art. 4. That the Postmasters-General, or either of them, should have full power whenever and as often as they or he might deem it requisite, by any of their or his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels employed or to be employed in the performance of the now reciting contract, and to survey all or any of such vessels and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel; and any defect or deficiency that might be discovered on any such survey should be forthwith repaired or supplied by the Contractors; and for the purposes aforesaid the said vessels should (if necessary) be opened in their hulls whenever the said officers or agents might so require. And if any such vessel, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments should on any such survey be declared by any such officers or agents unseaworthy or not adapted to the service thereby agreed to be performed, or any such officers, engineers, or crew should be so declared ineligible, every vessel which should be disapproved of, or in which such deficiency or defect should appear, should be deemed insufficient for any service thereby agreed to be performed, and should not be again employed in the conveyance of mails until such defect or deficiency should have been repaired or supplied to the satisfaction of the Postmaster-General or officer requiring the same, and any of such officers, engineers, or crew declared ineligible should not be employed in the said service. And in the now reciting contract it was further covenanted and agreed (Art. 28) that if the Contractors should fail to commence the performance of the services thereby contracted to be by them performed according to the provisions thereof, or having commenced the same should refuse or wilfully neglect to carry on the same according to the true intent and meaning of the now reciting presents, they should forfeit and pay to the said Postmasters-General the sum of twenty-five thousand pounds, to be equally divided between the Postmasters-General as and by way of liquidated damages and not by way of penalty. (29.) That all and every the sums of money thereby stipulated to be paid by the Contractors should be considered as liquidated or ascertained damages, whether any damage or loss should have or should not have been sustained, and might be set off by the Postmasters-General, or either of them, against any moneys payable to the Contractors under or by virtue of the now reciting presents, or might be enforced by both or either of the Postmasters-General as a debt due with full costs of suit at their or his discretion: Provided always, that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements therein contained should not in any manner prejudice the rights of the Postmasters-General, or either of them, to treat such defaults as a non-observance or non-performance of the now reciting contract on the part of the Contractors. (30.) That the Contractors, with two sureties to be approved by the Postmasters-General, should jointly and severally enter into a bond in the penal sum of twenty-five thousand pounds, conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors therein contained according to a draft then already agreed upon, meaning the draft of these presents.

Now the condition of the above-written bond or obligation is such that if, in case the said the Pacific Mail Steamship Company, while the whole or any part of the services by the said recited articles of agreement agreed to be performed, ought to be performed, shall not provide, or in case having provided they shall not keep seaworthy and in complete repair and readiness for the purpose of conveying for a period of eight years, to be computed from the fifteenth day of November, one thousand eight hundred and seventy-five, all Her Majesty's mails which, and all other mails which, the Postmaster-General for the time being of the Colony of New South Wales and the Postmaster-General for the time being of the Colony of New Zealand, or either of them, shall at any time or from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports, to and from the said ports of Honolulu and Kandavau, a sufficient number of, and not less than five, good substantial and efficient screw steam vessels of the first class, and fully equal to class 100, A 1, Lloyd's Register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power for a minimum continuous speed of eleven nautical miles per hour, or in case any vessel shall be employed in the said service which shall not have been approved by the Postmasters-General, or an officer or officers appointed by them for the purpose, or in case any vessel which, on any such survey as in the said recited articles of agreement mentioned, shall have been disapproved of, or in which such deficiency or defect as in the said recited articles mentioned shall have appeared, shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster-General or officer requiring the same, the said the Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, or some or one of them, or the successors, executors, or administrators of some or one of them, do and shall, in any or either of the said cases, pay unto the Postmasters-General for the time being of the said colonies the sum of twenty-five thousand pounds as and for liquidated damages, then the above-written bond or obligation shall be void, otherwise to remain in full force and virtue.

The seal of the

(L.S.) PACIFIC MAIL STEAMSHIP COMPANY
(affixed by Charles Clark, their attorney).
(L.S.) JOHN F. ÜRE.
(L.S.) JOHN L. K. JAMIESON.
(L.S.) WM. PEARCE.
(L.S.) DONALD R. MACGREGOR.

Sealed and delivered by the within-named Pacific Mail Steamship Company by Charles Clark, their attorney, and signed, sealed, and delivered by the within-named John Francis Ure, and Donald Robert Macgregor, in the presence of
JNO. MACKRELL,
Solicitor, 21, Cannon Street, London.

Signed, sealed, and delivered by the within-named John Lennox Kincaid Jamieson, and William Pearce, in the presence of
ROBERT ROSS, of Glasgow,
Notary Public (witness).

No. 3.

MR. RUSSELL to the HON. the COLONIAL SECRETARY, Wellington.

SIR,—

London, 21st August, 1875.

I have the honor to inform you that, on behalf of your Government, I have given to the Contractors for the San Francisco Mail Service permission to use the s.s. "Mikado" for one voyage from Port Chalmers, on 17th November, to Fiji, and thence to San Francisco, the service of the ship terminating there. Also to use the "Vasco di Gama" for one voyage, beginning at Sydney on the 19th November, thence to Fiji, thence to New Zealand, and thence in December *via* Fiji to San Francisco. These concessions I made at the urgent request of the Contractors, to enable them to carry on the service during the time required for getting the new boats to the several stations. In accepting the two vessels named, I have not relieved the Contractor from the penalties of the contract for want of speed, and they will be paid only for the speed actually attained, as I know the "Mikado" cannot make eleven knots throughout the voyage, and, though the "Vasco di Gama" is a fine new vessel and fast, I do not think she will be much faster than the "Mikado." I would advise the closing of the mails in New Zealand for those two voyages (November and December) one day earlier than the date fixed in the time table. I have asked Sir Daniel Cooper to make this suggestion also to the Government of New South Wales. I have given this permission to the Contractors, because without it they could not have begun the service in November, and we should have been compelled to continue the contract with the Australian Steam Navigation Company for a longer period at a higher rate and with inferior vessels. Moreover, the request on other grounds seemed to be a reasonable one, and I trust the Government will approve the course I have taken.

I have, &c.,

THOMAS RUSSELL.

The Hon. the Colonial Secretary, Wellington.

