

No 27.

The Hon. the POSTMASTER-GENERAL, Sydney, to the Hon. the POSTMASTER-GENERAL,
Wellington.

(Telegram.)

Sydney, 5th September, 1892.

AFTER inquiry, and having consulted with the Postal Departments of Melbourne, Adelaide, Hobart, and Perth, we are all agreed that it is not considered expedient to make any reduction in the inter-colonial transit-rates at present.

No. 28.

FORM of AGREEMENT between the several MERCHANTS and Others and the Hon. the ELECTRIC TELEGRAPH COMMISSIONER, guaranteeing One-third of Probable Loss, up to £5,000, of the Revenue under the Reduced Cable Rates.

THIS DEED, made the day of , 1892, between THE SEVERAL PERSONS AND COMPANIES whose names and addresses are set forth in the first and second columns of the schedule hereto (hereinafter respectively referred to as "guarantors" or "guarantor"), of the one part, and THE HONOURABLE JOSEPH GEORGE WARD, a member of the Executive Council of the Colony of New Zealand, holding the office of Electric Telegraph Commissioner (hereinafter referred to as "the Commissioner"), of the other part: WHEREAS an arrangement has been lately entered into between the Commissioner and the Eastern Extension Australasia and China Telegraph Company (Limited), which provides, among other things, that rates and charges for the transmission of intercolonial messages by the cable of the said company between Wakapuaka and La Perouse shall be reduced from 8s. 6d. for the first ten words to 2s. for such ten words, and from 10d. for every additional word to 3d. for every such word; and for European messages, from 1s. per word to 3d. per word; and also that the rate for the transmission of messages over the telegraph system of the said company between Adelaide and London shall be reduced from 8s. 11d. per word to 4s. 9d. per word; and also that such reduced rates shall take effect on or after the day of next: And whereas it is estimated that the amount saved to persons using the cable or telegraph system of the said company, by reason of the said reduction in charges, will amount to thirty-two thousand pounds or thereabouts for the first year during which such reduction is in operation; but this reduction will entail a considerable loss to the revenues of the colony during such period: And whereas those who are engaged in mercantile pursuits will generally experience the benefit of the reductions in such charges as aforesaid, but in particular the guarantors will benefit by reason of such reduction; in consideration of which, and in order to induce the Commissioner to complete the arrangement for reduction, they have proposed to the Commissioner to guarantee one-third of such loss, not exceeding five thousand pounds in all, and to enter into this guarantee upon the terms and conditions hereinafter set forth, and which offer he has accepted:

NOW THIS DEED WITNESSETH that, in consideration of the premises, the guarantors do hereby severally agree with the Commissioner as follows:—

1. As soon as conveniently may be after the expiration of the year ending on the day of 1893, the Commissioner shall cause an account to be taken of the amounts paid for messages transmitted from and to New Zealand by means of the cable or telegraph system of the said company, and if it shall thereby be found that the revenues of the Colony of New Zealand have sustained loss by reason of the reduced scale of charges so to come into operation as aforesaid, the guarantors shall be liable to make good to the said revenues one-third part of such loss not exceeding five thousand pounds, and upon the amount of such being so ascertained as aforesaid, then each guarantor shall be liable to pay the proportion agreed upon hereby not exceeding the sum set opposite his name in the said schedule: Provided that if the one-third of such loss shall not amount to five thousand pounds, then each guarantor shall only be liable to contribute rateably and in proportion towards such loss in accordance with the amount set opposite his name as aforesaid: Provided, further, that the demand of the Commissioner in writing upon any guarantor for the whole or a proportionate part of the amount for which such guarantor is liable under these presents, if served upon such guarantor or sent by post to or left at the last known place of abode or business in New Zealand of such guarantor, shall be conclusive evidence of the fact that such loss has been sustained and that the amount demanded is due by the guarantor.

2. This guarantee is to be and subsist for one year, from the day of , 1892.

3. Each guarantor whose name is set forth in the first column of the Schedule hereto, and who has executed these presents, doth hereby, for himself and itself, his heirs, executors, administrators, and assigns, or its successors and assigns, as the case may require, covenant with the Commissioner, his successors in office, and his and their assigns, that, covenanting separately as aforesaid, he or it will, upon demand in writing served, sent, or left as aforesaid, pay to the Commissioner, his successors or assigns, or to any person whom he or they may direct, the sum set opposite the name of such guarantor in the schedule hereto, or such proportionate lesser part of such sum as shall be found to be due and payable by him in the manner hereinbefore provided.

4. And it is hereby declared that the Commissioner is acting herein by virtue of his office as aforesaid, and that any moneys that may be paid by or recovered from any guarantor hereunder are and will be moneys of Her Majesty the Queen; and that, in case of default in payment thereof, any money due by any such guarantor may be recovered by the Commissioner, his successors or assigns, by suit in any Court of competent jurisdiction, or, may be recovered from the guarantor by process on behalf of Her Majesty under the provisions of "The Crown Suits Act, 1881." IN WITNESS whereof the said several parties have hereunto set their hands and seals the day and year first above written.