

No. 21

The MANAGER in AUSTRALASIA, Eastern Extension Company, to the SECRETARY, General Post Office, Wellington.

The Eastern Extension Australasia and China Telegraph Company (Limited),
Melbourne, 21st June, 1895.

SIR,—

I have the honour to forward to you to-day, by packet post, three copies of the amended Message Receipts Guarantee Agreement, recently completed in London, and beg to call your attention to two minor alterations, in red ink, which I have been authorized to make.

I have, &c.,

W WARREN,

Manager in Australasia.

W Gray, Esq., Secretary for Post Office, Wellington.

Enclosure in No. 21.

AGREEMENT AS TO RATES TO AND FROM AUSTRALIA AND BETWEEN AUSTRALIA AND NEW ZEALAND,
AND GUARANTEE.

AN AGREEMENT dated the 30th day of April, 1895, and made between HER MOST GRACIOUS MAJESTY THE QUEEN, by the authority of the respective Governments of New South Wales, Victoria, South Australia, Western Australia, Tasmania, and New Zealand, of the one part, and the EASTERN EXTENSION AUSTRALASIA AND CHINA TELEGRAPH COMPANY (LIMITED) (hereinafter called "the Extension Company") of the other part:—

Whereas these presents are supplemental to an agreement dated the 31st day of March, 1891, and made between Her Majesty by the authority of the Governments of New South Wales, Victoria, South Australia, Western Australia, and Tasmania, of the one part, and the Extension Company of the other part (hereinafter referred to as "the first principal agreement"); and supplemental also to an agreement dated the 13th day of December, 1892, and made between Her Majesty by the authority of the Governments of New South Wales, Victoria, South Australia, Western Australia, and Tasmania, of the first part, Her Majesty, by the authority of the Government of New Zealand, of the second part, and the Extension Company of the third part (hereinafter referred to as "the second principal agreement"), and supplemental also to an agreement dated the 13th day of December, 1892, and made between Her Majesty, by the authority of the Government of New Zealand, of the one part, and the Extension Company of the other part (hereinafter referred to as "the third principal agreement")

And whereas it has been agreed that the arrangements contained in the three principal agreements should be modified in manner hereinafter appearing

Now these presents witness, and it is hereby mutually agreed and declared between and by the parties hereto respectively, as follows:—

1. On and after the 1st May, 1895, the first principal agreement, as modified by the second principal agreement, shall be further modified as follows (a) Clause 3 shall be cancelled, and the following clause substituted therefor "3. If in any year while the reduced rates shall continue in force by virtue of these presents the total receipts of the Extension Company and the cis-Indian administrations, in respect of the Australasian traffic, after deducting all out-payments to other telegraphic administrations, shall be less than the sum of £227,000, Her Majesty will cause to be paid to the Extension Company, out of the Consolidated Revenue Funds of the contracting colonies, including* New Zealand, a sum equal to the amount by which such receipts shall be less than the said sum of £227,000, provided that the sum payable under this clause in any one year shall not exceed £10,000. And references in the first principal agreement to "clause 3" shall be deemed to refer to this substituted clause, and (b) the first principal agreement shall continue in force for five years at least from the 1st May, 1895, and shall not be determinable under clause 8 thereof except by a notice expiring on 30th April, 1900, or 30th April in some subsequent year

2. On and after the 1st May, 1895, the third principal agreement shall be modified as follows, and in its modified form shall be binding on all the colonies parties to these presents as if it had been entered into by the authority of their respective Governments (a) Clause 3 shall be cancelled and the following clause substituted therefor "3. If in any year while these presents continue in force the total receipts of the Extension Company in respect of messages passing over the said cables shall be less than the sum of £20,000 pounds, Her Majesty will cause to be paid to the Extension Company, out of the Consolidated Revenue Funds of all the colonies mentioned in clause 1, a sum equal to the amount by which such receipts shall be less than the sum of £20,000, provided that the sum payable under this clause in any one year shall not exceed £9,000," and references in the third principal agreement to "clause 3" shall be deemed to refer to this substituted clause, and (b) any payment to be made to the Extension Company under the second paragraph of clause 5, shall be made by Her Majesty out of the Consolidated Revenue Funds of all the colonies mentioned in clause 1 of the third principal agreement, and (c) the third principal agreement shall continue in force for five years at least from the 1st May, 1895, and shall not be determinable under clause 6 thereof except by a notice expiring on the 30th April, 1900, or 30th April in some subsequent year, any such notice, instead of being given by or to the Agent-General of New Zealand, shall be given by or to the Agent-General of South Australia, as in the case of a notice under clause 8 of the first principal agreement.

3. For the purposes of this and the principal agreements, a year shall be deemed to commence on the 1st May and terminate on the 30th April following, both days inclusive.

4. Nothing herein contained shall effect the operation of the principal agreements, or any of them, with respect to the year ending 30th April, 1895, and, save as herein expressly modified, the same are hereby ratified and confirmed.

* Words "Queensland and" eliminated by authority.—W WARREN.