

1895.

## NEW ZEALAND

## CANADIAN PACIFIC MAIL-SERVICE.

(PROVISIONAL AGREEMENT BETWEEN THE HON. THE POSTMASTER-GENERAL OF NEW ZEALAND AND MR. JAMES HUDDART, STEAMSHIP OWNER.)

*Laid upon the Table of the House of Representatives by leave, and ordered to be printed.*

ARTICLES OF AGREEMENT made this 19th day of April, in the year of our Lord, 1895, between the Hon. J. G. Ward, Postmaster-General of New Zealand (hereinafter called "the Postmaster-General," in which expression his successors in office for the time being are respectively intended to be included) of the one part, and James Huddart (hereinafter called "the contractor," which expression shall be deemed to include the heirs, executors, administrators, and permitted assigns of the said James Huddart when the context so requires or admits) of the City of London, in England, steamship owner, of the other part.

WITNESSETH that, for and in consideration of the covenants and agreements hereinafter contained on the part of the Postmaster-General, the said James Huddart or his heirs, executors, and administrators doth covenant and agree to and with the Postmaster General, his heirs and successors, in manner and form to the effect following, that is to say :—

1. He will provide, establish, and during the continuance of this contract maintain, continue, and carry on in the manner hereinafter set forth, a regular steamship service between a port in Australia and Auckland or Wellington (at the option of the contractor), New Zealand, and the City of Vancouver in the Province of British Columbia, with the option of the contractor calling at the port of Suva, Fiji, and at Honolulu in the Hawaiian Islands, and at the City of Victoria in the said Province of British Columbia (or as near thereto as the steamships can safely go), on both the homeward and outward voyages from New Zealand to Vancouver and from Vancouver to New Zealand.

2. The contractor shall have the option of making either of the above-named New Zealand ports the terminal port, and, in the event of one of the above-named New Zealand ports so becoming the terminal port, the contractor undertakes that the said service shall make connection at the New Zealand port with a line of steamers for Sydney and other ports on the Continent of Australia, so as to provide and secure an effective steamship service between British Columbia, New Zealand, and the Australian Colonies.

3. The steamships performing the mail-service between Australia, New Zealand, and British Columbia shall be regularly and continuously employed in the said service, and each steamship shall be of a gross tonnage of not less than 3,300 tons. Each of the steamships shall have approved triple-expansion machinery refrigerators for ship's use, and for carrying not less than about eleven thousand carcasses of mutton, or an insulated cubic capacity of about 20,000ft. for cold storage. The steamships shall also be fitted with duplicate electric light engines, special ventilation for tropical voyages, ample saloon and cabin accommodation for at least 130 passengers, and provided with every comfort and convenience that is to be found in the best mail liners of their size. Each of the said steamships is also warranted to be of the highest class at British Lloyds, and to have been or to be built under the supervision of the London Board of Trade and each of the said steamships shall during the continuance of this contract be at all times tight and strong, well and sufficiently manned, victualled, and equipped and sufficiently seaworthy

4. The contractor shall have the option of commencing this contract after the expiration of eight months from the date of these presents, and one of the steamships shall sail from the elected port in New Zealand upon its first voyage in the performance of this contract not later than a day in December of the year 1896. The period of each voyage from one of the above-named ports in New Zealand to the acceptance of a pilot in British Columbia, or *vice versa*, subject to delays beyond the contractor's control, shall not exceed twenty-two days, including all detentions at Suva and Honolulu on each voyage both outward and homeward, and the said service shall be four-weekly—that is to say, every twenty-eight days the said steamships shall arrive alternately at British Columbia and a New Zealand port, at intervals of not more than four weeks after the first arrival of one of the steamships at a New Zealand port in the performance of this contract.

5. The steamships shall not during the continuance of this contract call at any port or country other than those before mentioned without the written consent of the Postmaster-General.

6. The steamships shall, each according to its capacity, carry both outward and homeward all the freight and passengers which may be reasonably offered or obtained, and at tariff rates, both as to passengers and freight, which shall be approved by the Governor in Council.

7 No discrimination shall be made as regards tariff rates for either freights or passengers in any manner directly or indirectly against any New Zealand port or against the New Zealand Government railways, or against any New Zealand merchant or shipper, but New Zealand merchants or shippers shall at all times have preference for the carriage of their goods to and from New Zealand over other merchants and shippers as far as regards the Australian connection; but, in the event of a subsidy from New South Wales or other colony being received, space shall be provided *pro rata* to the respective subsidies.

8. During the continuance of this contract the steamships shall, at the cost and expense of the said contractor, receive and carry on each and every voyage all such mails as shall or may be tendered for conveyance to the steamships or to the masters or any officer on board the same at the ports of Auckland or Wellington aforesaid, by or on behalf of or under the direction of the Honourable the Postmaster-General of New Zealand for the time being, his officers, agents, or servants, and shall deliver such mails at their proper ports of destination upon the sailing route of the steamships as hereinbefore indicated, and in order to the due and proper performance of this covenant the steamships shall each be provided with sufficient and convenient accommodation and protection for all such mails to the satisfaction of the Honourable the Postmaster-General of New Zealand for the time being, and the said contractor shall further take all necessary and reasonable precautions for the protection of such mails while upon the steamships from loss, damage, or injury in any way, and he shall be responsible for any such loss or damage thereto caused by negligence or want of proper care or accommodation on the part of the said contractor, or his agents or servants, or on the part of the officers, employés, or crew on board the steamships.

9. The contractor shall provide to the satisfaction of the Postmaster-General of New Zealand all necessary and suitable accommodation, including lights, for the purpose of sorting and making up the mails on board the several vessels employed under this contract, and, being required to do so by the Postmaster-General, shall at his or their own cost erect or set apart in each of the said vessels on a suitable deck a separate and convenient room for such purposes, and all such furniture, lamps, fittings, and other conveniences shall be from time to time cleansed and kept repaired, and the oils for the lamps supplied by the service and at the cost of the contractor. The masters or commanders of the steamships shall also, if required, provide assistance for the conveying of mails between the mail-room and the sorting-room, and also render such other assistance as shall from time to time be needed without charge.

10. If the Postmaster-General shall think fit to intrust the charge and custody of the mails to the master or commander of any vessel to be employed under the contract, and in all cases where the master or other person appointed to have charge of the mails shall be absent to the knowledge of the master or commander of such vessel, such master or commander shall without any charge take due care of, and the contractor shall be responsible for the receipt, safe custody, and delivery of the said mail at the several appointed places on the shore in the respective ports as part of the service hereby contracted to be rendered. The master or commander shall also make the usual Post Office declaration, and furnish such original returns and other information, and perform such other services, as the Postmaster or his officers shall from time to time respectively require.

11. The contractor and all commanding or other officers in charge of the vessels employed under this contract shall at all times punctually attend to the orders and directions of the Postmaster-General, or his officers or agents, as to the mode, time, and place of landing, transshipping, delivering, and receiving the mails subject to the special provisions herein contained, and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

12. The contractor shall provide suitable first-class accommodation, including a cabin or state-room, for the exclusive use of the mail officer or agent of the Postmaster-General, and for one assistant, on board each of the vessels employed under this contract, who shall be at liberty to use such accommodation as may be required for the performance of their duties, and such officers or agents and assistants shall be victualled by the contractor as chief cabin passengers without charge either for their passage or victualling, and whilst the vessels stay at any port, except in New Zealand and except at British Columbia, to and from which the mails are conveyed, such officers, agents, and assistants shall be allowed to remain on board, and shall be victualled as aforesaid.

13. Every such mail officer or agent and assistant shall be recognised and treated by the contractor, his officers and agents, as the agents of the Postmaster-General, and as having full authority in all cases to require due and strict performance of this contract. Provided that no such officer, agent, or assistant, shall have power to control or interfere with any master, commander, or officer in the performance of his duty, and every such officer, agent, and assistant shall be subject to the general orders issued by the master or commander for the good health and comfort of the passengers and crew and safety of the vessels.

14. The expenses of conveying the mails to and from the said steamships or vessels from or to the Post Office at the terminal ports, and the several ports at which the vessels call *en route*, shall be borne by the Postmaster or contractor as may be customary.

15. The Postmaster-General shall, in case of need and for the purpose of duly forwarding such mails as may be required, have the right of delaying any of the steamers for a space of twenty-four hours.

16. The expression "mails" for the purpose of this contract shall be deemed to mean and include all boxes, bags, or packets of letters, post-cards, newspapers, parcels, books, or printed papers, and all other articles which, under the present Post Office Act and Postal Regulations for the time being in force, are transferable by post, without regard to the places or origin or destina-

tion, and also to empty bags, empty boxes, and other receptacles, stores, and articles used or to be used in carrying on the post-office service, or which shall ordinarily be sent by or to and from the Post Office.

17. The said contractor shall not, nor shall the masters or officers of either or any of the steamships, receive, or permit to be received, on board any of such steamships at any New Zealand port any letters for conveyance other than those contained in Her Majesty's mails, or which are or may be privileged by law, nor mails of any other country, except such as may be specified by the Postmaster-General for the time being, and the said contractor shall in all respects be subject to all the postal laws of New Zealand, and to the regulations lawfully made thereunder.

18. The contractor shall not convey in any steamship employed by him under this contract any nitro-glycerine, or any other article which shall have been proclaimed as an explosive or explosive substance, or shall have been legally declared specially dangerous, or so declared by the Postmaster-General in writing.

19. This contract shall not, nor shall any right or interest therein, be assigned without the consent in writing of the Postmaster-General to such assignment having been first obtained, unless it be to a joint-stock company of which the said contractor shall be a stockholder.

20. The said contractor shall from time to time furnish to the Postmaster-General full and complete copies of the manifests of the cargoes and passenger-lists carried by each of the steamships on its outward and homeward voyages, certified by the proper Customs officials, and also such documents in confirmation and evidence as may be reasonably required by the Postmaster-General, to show the volume, extent, and value of the trade carried on by the steamships, and such other Customs certificates, documents, and evidences as may be necessary or may be reasonably required by the Postmaster-General to prove the performance of the service herein contracted for, and to enable the Postmaster-General to judge whether this contract is being properly and faithfully carried out and performed, and the furnishing of such particulars, documents, information, and evidence as hereinbefore specified shall be a condition precedent to the payment of the subsidy herein provided for, or any portion thereof.

21. And the said Postmaster-General, for himself and for his successors, covenants to the said contractor, his executors, administrators, and assigns, that he and they, well and faithfully performing all and every the covenants, agreements, and stipulations hereinbefore on his and their part set forth and contained, he will well and truly pay or cause to be paid to him or them during the continuance of this contract a subsidy at the rate of £20,000 per annum if a port in Australia is made the terminal port, or a subsidy at the rate of £30,000 per annum if a port in New Zealand is made the terminal port, to be paid in proportionate instalments in respect of each round trip fully performed. Provided however that no amount or instalment of subsidy shall be payable at any time unless it appears to the satisfaction of the Postmaster-General that up to the time of such payment there had been no breach on the part of the said contractor of any of the covenants, provisions, or stipulations of this contract.

22. If at any time or times the mails required to be conveyed by the contractor under this agreement between New Zealand and British Columbia shall not be conveyed from the pilot waters of New Zealand to the pilot waters of British Columbia, or *vice versa*, within the respective periods of transit hereinbefore prescribed in that behalf, then, and so often as same shall happen, there shall be deducted from the subsidy (which, but for this provision, would be payable to the contractor) the sum of £30 for every completed period of twenty-four hours by which the time actually occupied in the conveyance of such mails from New Zealand to British Columbia, or British Columbia to New Zealand, as the case may be, shall have exceeded the period of transit hereinbefore prescribed in that behalf. Provided always that no deduction shall be made from such subsidy by reason of such default or failure as in this clause mentioned which may be proved to the satisfaction of the Postmaster-General to have arisen wholly or in part from any cause or causes beyond the control of the contractor.

23. Each of the deductions hereinbefore mentioned and hereby agreed to be made shall be made the subsidy, reduced accordingly, although no damage or loss shall have been sustained by reason of or in connection with such default, and, excepting in such cases as in the preceding clause (herein expressly provided), from whatever cause or causes any such failure or default shall have arisen, and no such deduction shall in any case be deemed to be a penalty or in the nature of a penalty.

24. This contract shall remain in force for a period of ten years from the date of the first outward voyage from New Zealand, and provided that the Postmaster-General shall have the right at any time to determine this contract, and every matter and thing therein contained, if it shall appear to him that there has been any breach on the part of the said contractor of any of the covenants, stipulations, agreements, or provisions herein contained and entered into on the part of the said contractor.

25. All notices or directions which the Postmaster-General, his officers, agents, or others are hereby authorised to give to the contractor, his officers, servants, or agents, other than any notice of the determination of this contract, may, at the option of the Postmaster-General, his officers, agents, or others, either be delivered or sent by post to the master of any of the vessels, or any other officer or agent of the contractor in charge or management of any vessel employed in the performance of this contract, and left for the contractor at, or sent by post to the contractor's agent's offices or house of business in the port in New Zealand at which the steamships shall call, and any notices or directions so given, left, or sent by post shall be binding upon the contractor. Provided always that any notice of termination of this contract shall be left for the contractor at the office or last-known office of the contractor in London, or registered and sent by post to such office.

Provided, however, and it is the true intent and meaning of these presents, that, if the steamships or any of them shall by the perils of the sea or other casualty be lost, destroyed, or temporarily disabled from performing their voyages according to the true intent and meaning of the agreements, stipulations, and provisions herein contained, such loss or disability shall not be deemed to be a breach of these presents, or any matter or thing herein contained, but the said contractor shall in such case, as soon as reasonably may be (having regard to the circumstances), replace the steamship so lost or destroyed by another of equal class, equipment, character, and capacity to the satisfaction and approval of the Postmaster-General, or repair the damage done in case the steamship has been only temporarily disabled, and continue the said service herein contracted for with as little loss of time as possible under all the circumstances. Provided always that there shall be no payment of any subsidy in respect of any voyage not actually fully performed, and, further, provided that the Postmaster-General shall be the sole and only judge and have the final right of determination as to whether any suspense or temporary discontinuance or delay in the regular monthly service has been actually caused by the perils of the sea or other casualties within the meaning of this proviso, and his determination and finding therein shall be final and conclusive.

In witness whereof the Hon. J. G. Ward, Postmaster-General for the Colony of New Zealand, has hereunto set and affixed his hand and seal as such Postmaster-General, and the said James Huddart, the contractor, has hereunto set and affixed his hand and seal, the day and year as herein written.

Signed, sealed, and delivered in London, England, by the said }  
 J. G. Ward in the presence of— } J. G. WARD.  
     W. B. PERCIVAL,  
 Agent-General for New Zealand,  
     13, Victoria Street, London, S.W.

Signed, sealed and delivered in London, England, by the said }  
 James Huddart in the presence of— } JAMES HUDDART.  
     W. B. PERCEVAL,  
 Agent-General for New Zealand,  
     13, Victoria Street, London, S.W.

SIR,—

22, Billiter Street, London, E.C., 19th April, 1895.

It is understood and agreed between you (as representing the New Zealand Government) and myself (as representing the Canadian-Australian line) that the agreement which has been this day signed between us for the carrying of mails from a port in New Zealand to British Columbia, shall be subject to the ratification of the New Zealand Parliament.

Witness—W. B. Percival.

I have, &c.,

JAMES HUDDART.

It is also agreed that the said mail contract shall be subject to the steamships to be employed in conveying the mails not having on board in the pay of the contractor any coloured labour. Provided always that this condition shall be demanded by the Postmaster-General.

J.H.

W.B.P.

The Hon. J. G. Ward, Treasurer and Postmaster-General for New Zealand,  
 Care of the Agent-General for New Zealand, Victoria Street, Westminster, S.W.

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