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POST OFFICE (MAIL SERVICE).

COPY of CONTRACT for MAIL SERVICE between
Halifax, Nova Scotia, and St. John's, New-
foundland; together with Copy of the
TREASURY MINUTE relating thereto.

(*Mr. Ayrton.*)

Ordered, by The House of Commons, to be Printed,
23 February 1869.

POST OFFICE (MAIL SERVICE).

16

RETURN to an Order of the Honourable the House of Commons,
dated 16 February 1869;—for,

COPY “of CONTRACT for MAIL SERVICE, between *Halifax, Nova Scotia, and St. John's, Newfoundland*; together with Copy of the TREASURY MINUTE relating thereto.”

Treasury Chambers,
16 February 1869.}

ACTON S. AYRTON.

COPY of TREASURY MINUTE, dated 14th December 1868.

MY LORDS have before them the Articles of Agreement entered into between the Government of Newfoundland and Mr. Inman, for the conveyance of Mails between the Port of Halifax, Nova Scotia, and the Port of St. John's, Newfoundland, once each way in every four weeks during the months of January, February, and March, and once each way every two weeks during the remaining nine months in each year, for a subsidy of 9,000 *l.* a year. The agreement to commence as from the 15th July 1868, and to continue in force until the expiration of a written notice of not less than 12 calendar months given at any time on or after the 1st day of July 1870, by either the Governor of Newfoundland or the Contractors.

As one half of the subsidy payable to the contractors in this case will have to be repaid by the Imperial Post Office, it appears to My Lords that although the agreement with the contractors does not strictly come within the provisions of the Resolution of the House of Commons, of 24th July 1860, in regard to Packet and Telegraphic Contracts, inasmuch as it is not a contract entered into by the Home Government, yet as the contract raises a charge on the Public Revenue for a period of years, it will be advisable that it should be brought under the cognizance of the House.

Let a copy of the Agreement entered into between the Government of Newfoundland and Mr. Inman for the conveyance of Mails between that Colony and the Colony of Nova Scotia, together with a copy of the foregoing Minute, be laid upon the Table of the House of Commons.

COPY of CONTRACT for MAIL SERVICE between *Halifax, Nova Scotia, and St. John's, Newfoundland.*

ARTICLES OF AGREEMENT made the 2nd day of October 1868, between Anthony Musgrove, Esquire, Her Majesty's Governor of Newfoundland for the time being, of the first part; William Inman, of Liverpool, in the county of Lancaster, England, shipowner (which William Inman and his executors or administrators are hereinafter described as the Contractors), of the second part; and Thomas Langton Birley, of Carr Hill, Kirkham, in the county of Lancaster, Esquire, and Charles Inman, of Liverpool, aforesaid, Esquire, of the third part; Witness that the said William Inman, for himself, his heirs, executors, and administrators, doth hereby covenant with the Governor of Newfoundland, his executors, administrators, successors, and assigns, Her Majesty's Governor of Newfoundland for the time being, in manner following, that is to say:—

1. The contractors will faithfully convey, or cause to be conveyed, by a good and sufficient steam vessel or steam vessels, of not less than 350 tons builders' measurement, provided with a screw propeller, and with engines of not less than 80-horse power, all Her Majesty's Mails (which designation shall, for the purposes of this contract, be considered as including all bags, boxes, or packets of letters, newspapers, books, or printed papers, and all other articles transmissible by post, without regard either to the place to which they may be addressed, or to that in which they may have originated), also all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office service, which shall be sent by, or to or from the Post Office, which the Governor of Newfoundland, or any of his officers or agents shall require to be conveyed during the continuance of this contract between the port of Halifax, Nova Scotia, and the port of St. John's, Newfoundland, once each way in every four weeks during the months of January, February, and March, and once each way every two weeks during the remaining nine months in each year, making in all 23 round voyages in each year; but otherwise upon such days, and at such hours as the Governor of Newfoundland shall in writing appoint (provided that such days and hours shall be so appointed as will conveniently admit of the whole service, both ways, being performed by one vessel), and shall and will, at their own costs and charges duly receive and safely deliver such Her Majesty's Mails at Halifax and St. John's respectively.

2. The contractors will, on the 15th day of July 1868, provide at the port of Liverpool, a good and sufficient steam vessel in all respects ready for sea, for conveyance of Her Majesty's Mails from Liverpool to St. John's, and such vessel shall, immediately after Her Majesty's Mails are put on board, proceed without loss of time direct to St. John's, and will, after the arrival of the said vessel at St. John's, on such days and hours as aforesaid, during the continuance of this contract, provide at the said ports of St. John's and Halifax alternately, a good and sufficient steam vessel in every respect ready for sea, for the conveyance of the said Mails between the last-mentioned ports; and such vessel shall, immediately after Her Majesty's Mails are put on board, proceed without loss of time from such one of the said ports as shall for the time being be the port of departure to the other of the said ports; and every such voyage shall be completed within the period of 72 hours; and upon the arrival of such vessel at St. John's aforesaid, it shall remain there for a space of not less than 72 hours before sailing again.

3. The vessel or vessels to be used under this contract, between the 15th day of January and the 15th day of April in every year, shall be substantially built of wood only, or shall be built of the like materials as the materials employed in building vessels belonging to the Hudson's Bay Company, being suitable for winter service.

4. Whenever the port of St. John's shall be found to be inaccessible on account of ice, Her Majesty's Mails shall be landed or embarked (as the case may be) at such port on the South West Coast of Newfoundland as shall be the

the nearest port to the said port of St. John's which shall be accessible, and shall be conveyed between such port and the said port of St. John's by land, by and at the expense of the contractors.

5. If the contractors fail to provide an efficient vessel at Halifax or St. John's aforesaid, ready to put to sea at the times so to be fixed as aforesaid, under this contract, then, and so often as the same shall happen, the contractors shall forfeit and pay unto Her Majesty, her heirs and successors, the sum of 500 *l.*; and the contractors shall also, in like manner, forfeit and pay the further sum of 100 *l.* for every day after the first day during which they shall fail to provide such vessel in manner aforesaid; but so, nevertheless, that the aggregate amount of such penalties in respect of any one voyage shall not exceed the amount of such part of the subsidy as shall be the proportionate part applicable to such voyage.

6. If the duration of any voyage made in pursuance of this Agreement shall exceed the time hereinbefore provided in that behalf by a period equal to or exceeding 12 hours, then and so often as the same shall happen, the contractors shall forfeit and pay in like manner a further and additional sum of 30 *l.* for each complete period of 12 hours by which such voyage shall exceed the time so provided, but so that the aggregate amount of such last-mentioned additional penalties in respect of any one voyage, shall not exceed the amount of such part of the subsidy as shall be the proportionate part applicable to such voyage.

7. The payment by the contractors of any sums of money by way of penalties, shall not in any manner prejudice the right of the Governor of Newfoundland to treat the failure, if any, on the part of the contractors to provide a proper vessel at the appointed time, or to perform any voyage at or within the times hereinbefore in that behalf mentioned, as a breach of this Agreement.

8. The vessel or vessels to be employed under this Agreement shall always have comfortable accommodation for passengers and be 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, proper nautical instruments, and whatsoever else may be requisite for equipping the said vessel or vessels, and rendering it or them constantly efficient for the service hereby agreed to be performed; and also manned and provided with competent officers with appropriate certificates granted pursuant to the Act or Acts of Parliament in force for the time being relative to the granting certificates of officers in the merchant service, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men; and the Governor of Newfoundland for the time being shall have authority and liberty, whenever he may deem it requisite, to cause a survey to be made by any competent person or persons of any of the said vessels, and the hulls, machinery, and equipments thereof, upon giving notice, in writing, to the commander for the time being of the vessel about to be examined of such his intention, so as to be satisfied that such vessel is in all respects capable and fitted for the service to be performed under this contract.

9. The Governor of Newfoundland shall, subject to the provisions contained in Clause 1 of this Agreement, have power from time to time to alter the days and hours of departure from each port so to be appointed by him as aforesaid, upon giving three months' written notice to the contractors; and shall also have power by a written order delivered to the master or commander of any vessel employed by the contractors under this contract, to delay the departure of such vessel from either port for any period not exceeding 24 hours.

10. A separate and secure place, of sufficient size protected from leakage, and under lock and key, shall be provided in such steam vessel or vessels for the deposit and safe custody of Her Majesty's Mails, and the place so provided shall be subject to the approval of the Governor of Newfoundland for the time being, or of such person as he shall appoint to inspect and approve the same, and the masters or commanders of such vessel or vessels, shall take due care of, and the contractors shall be responsible for the receipt and delivery of the said mails, and each of such masters or commanders shall make the usual declaration or declarations required, or which may hereafter be required by the Governor

of Newfoundland in such and similar cases, and furnish such journal returns and information to, and perform such services as the Governor of Newfoundland or his agents may require; and every such master, or commander, or officer duly authorised by him, having the charge of mails, shall immediately, on the arrival at Halifax or St. John's of such vessel or vessels respectively, deliver all mails into the hands of the Postmaster or such other person, at such places respectively, as the Governor of Newfoundland shall appoint to receive the same.

11. In the event of any steam vessel being lost or destroyed by fire, tempest, or any other casualty, or requiring repair during the continuance of this contract, the contractors shall provide without any unnecessary delay and within such reasonable time as may be required by the Governor of Newfoundland, another good and sufficient steam vessel, and shall convey Her Majesty's Mails in the meantime in a good and sufficient sailing vessel or vessels to be provided by them, to be approved of by the Governor of Newfoundland; but such sailing vessel or vessels shall not be bound to complete the said voyages in a more limited period than the usual and average period which sailing vessels occupy in making similar voyages at the season of the year at which the said voyages respectively shall take place.

12. The contractors and all commanding and other officers of the vessel or vessels which may be employed in the performance of this contract, and all agents, seamen, and servants of the contractors shall at all times during the continuance of this contract punctually attend to the orders and directions of the Governor of Newfoundland, as to the mode, time and place of embarking and disembarking mails.

13. The contractors shall not receive, or take or permit, or suffer to be received or taken on board such vessel or vessels, any letters for conveyance other than such as shall be contained in Her Majesty's Mails, save and except such letters as are not by law required to pass through the post office, nor any mails for conveyance on behalf of any colony or foreign country, without the consent of the Governor of Newfoundland, and the whole postage of every mail shall under all circumstances be at his disposal; and in case of any such default respectively, the contractors shall be liable to be proceeded against for a breach of this Agreement.

14. The contractors shall not convey in the vessel or vessels employed under this Agreement any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

15. If on the determination of this Agreement any vessel or vessels shall have started, or shall start, or ought to have started with the mails, in conformity with this Agreement, such voyage or voyages shall be continued and performed, and the mails be delivered and received during the same, as if this Agreement had remained in force with regard to any such vessel or vessels and services; and with respect to such vessel or vessels and services, as last aforesaid, this Agreement shall be considered as having terminated when such vessel or vessels shall have reached the port or place of destination.

16. The Governor of Newfoundland is hereby authorised to delegate any of his powers under this Agreement to such persons as he may deem fit to exercise them.

17. The contractors, when so required, shall be bound to convey from any one port of departure or call to any other such port any number of Government passengers not exceeding two of the first class with their wives, children, and servants; two of the second class with their wives and children, and eight of the third class; such passengers, with their families, to be treated in no respect, whether as regards food, cabin, or other accommodation, or aught else, in a way inferior to that of ordinary passengers of the same class, or that required by the Regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers to include each day an imperial pint of good sound bottled or draught ale or beer; and, that of the first class, in addition, an imperial pint of good foreign wine, either port or white. The several classes of passengers to mess in separate places. Medical attendance,

attendance, medicine, and medical comforts, to be provided, as also, mess utensils and fittings, cooking utensils, articles for table use, and mess places, fuel, lights, requisite articles of bedding, and all other necessaries. Third class passengers to have hammocks or bunks (subject to the approval of such persons as the Governor of Newfoundland may appoint to approve the same) placed between decks.

18. The passage money for Government passengers or their families to be the same as that charged by the contractors for ordinary passengers of a similar kind, and to include all the requisites specified in the 17th clause of this Agreement, and the freight of baggage according to Government scale, as shown in the Regulations of Her Majesty's Transport Service. Whenever any alterations of rates for ordinary passengers shall be made, the contractors shall immediately apprise the Governor of Newfoundland and the Lords Commissioners of the Admiralty of such alterations.

19. Returns of the embarkation and disembarkation of all Government passengers shall be furnished by the contractors to the Director of Transport Services, immediately after each departure and arrival of the said vessel or vessels.

20. The contractors shall apply for the payments for the passage money of Government passengers by invoices, according to a form to be obtained from the office of the Director of Transport Services for Newfoundland; and such payments shall be made upon the production to the said Director of the orders for the passages, together with a certificate under the hand of the commanding officer of the said vessel, specifying the number of the third class passengers (men, women, and children) conveyed, with the ages and sexes of the latter, and stating the periods during which these have been regularly supplied while on board with provisions; and also a certificate under the hand of each first and second class passenger of his or her having been landed at the place of destination; and of having been properly accommodated and messed during the voyage, and specifying the dates from and to which they were so messed, computed from the first to the last dinner meal; save that the contractors shall not forfeit the passage money of any such passenger who shall improperly or unreasonably refuse to give such certificate.

21. The passage money for the wives and families of commissioned and civil officers, when not ordered to be conveyed at the public expense, shall be paid to the contractors by the officers themselves, and in such case the accommodation to be furnished to them shall not be regulated by the provisions of this contract.

22. In all cases where an officer in the civil, naval, or military service of Her Majesty, who may not be entitled to a passage at the public expense, shall require a passage on board any of the vessels employed in the performance of this contract, the contractors shall be bound, when they have room, to provide such passage for such officers in preference to ordinary passengers, and to charge no higher rate for such passage than is chargeable for ordinary passengers; Provided that the contractors shall not be bound, for the purposes aforesaid, to commit any breach of contract entered into with ordinary passengers before such officers shall have engaged their passage; and the accommodation to be furnished to such officers shall not otherwise than as aforesaid be regulated by the provisions of this contract.

23. The contractors shall receive on board each of the vessels employed in the performance of this contract, and shall convey on behalf of the Admiralty, any small packages which may be ordered for conveyance; and also (on receiving from the Governor of Newfoundland, or his officers or agents, or from the British naval officer in command of the station, two days' previous notice,) shall receive on board any naval or other stores not exceeding five tons weight at any one time in any one vessel, and shall convey and deliver such small packages and stores at the lowest rate of freight charged by the contractors for private goods; immediate notice being given to the Governor of Newfoundland and the Lords Commissioners of the Admiralty, of any alteration in such rate of freight; and the contractors shall in all cases be

responsible for the custody and safe and speedy delivery of the packages and stores.

24. Except where otherwise specified, none of the duties hereinbefore provided to be performed by the contractors, shall give them any claim to remuneration beyond the general subsidy.

25. All and every the sum of money hereby stipulated to be paid by the contractors unto Her Majesty, her heirs and successors, shall be considered as stipulated or ascertained damages, whether any damage has or has not been sustained by reason of the breach for which the penalty may be levied; and the amount may be deducted by the Governor of Newfoundland out of any moneys payable, or which may thereafter become payable to the contractors, or, at his discretion, the payment thereof may be enforced with full costs of suit.

26. This Agreement shall commence as from the 15th day of July 1868, and shall continue in force until the expiration of a written notice of not less than twelve calendar months, given at any time on or after the 1st day of July 1870, and by either the Governor of Newfoundland or the contractors.

27. And in consideration of the due and faithful performance by the contractors of all the services hereby contracted to be by them performed, the Governor of Newfoundland doth hereby covenant that there shall be paid to the contractors, so long as they perform the whole of the said services in the manner and with such vessel or vessels as are herein respectively provided, at the rate of the sum of 9,000 *l.* per annum, payable quarterly at the office of the Receiver General at St. John's aforesaid, on the 1st days of January, March, July, and October, in every year; the first of such payments to be made on the 1st day of October 1868.

28. All notices or directions which the Governor of Newfoundland, his officers, agents, or others, are hereby authorised to give to the contractors, their officers, servants, or agents, other than any notice of termination of this contract, may at the option of the Postmaster General, his officers, agents, or others, either be delivered to the master of the said vessel or vessels respectively, or any other officer or agent of the contractors in the charge or management of any vessel employed in the performance of this agreement, or left for the contractors at their office or last known office in Liverpool; and any notices or directions so given or left shall be binding on the contractors: Provided always, that any notice of termination of this contract shall be served on the contractors, their officers, servants, or agents, at their office or last known office in Liverpool.

29. The contractors shall not assign, underlet, or otherwise part with or dispose of this Agreement or any part thereof without the consent of the Governor of Newfoundland, in writing, for that purpose.

30. In case of the breach of the 29th clause of this contract, or in case of a great or habitual breach of the contract of any other kind, the Governor of Newfoundland shall have power, and that without previous notice, to terminate the contract; and the contractors shall not be entitled to any compensation by reason of such breach or any prior breach of this Agreement, nor shall such termination of the contract interfere with the completion of any voyage which may have been commenced at the time of such determination.

31. If at any time during the continuance of this Agreement, or after the determination thereof, any dispute shall arise between the parties hereto, or their executors, administrators, or successors respectively, concerning any breach or alleged breach by or on the part of the contractors of this Agreement, or the sufficiency of any such breach, to justify the Governor of Newfoundland in putting an end to the same, or concerning any of the covenants, matters, or things herein contained, or in anywise relating thereto, and notwithstanding the power herein contained to determine this Agreement, and any execution or attempted execution of such power, such dispute shall be referred to two arbitrators, one to be chosen from time to time by the Governor of Newfoundland, and the other by the contractors; and if such arbitrators should at any time or times not agree in the matter or question referred to them; then such

such question in difference shall be referred by them to an umpire, to be chosen by such arbitrators before they proceed with the reference to them, and the joint and concurrent award of the said arbitrators, or the separate award of the said umpire when the said arbitrators cannot agree, shall be binding and conclusive upon both parties. And this Agreement may be made a rule of court by either of the said parties hereto.

32. And lastly, for the due and faithful performance of all and singular the covenants, conditions, provisoes, clauses, articles, and agreements, hereinbefore contained, which, on the part and behalf of the contractors, are or ought to be observed, performed, fulfilled, and kept, the said William Inman, Thomas Langton Birley, and Charles Inman, do hereby bind themselves, their heirs, executors, and administrators, and each of them doth hereby bind himself, his heirs, executors, and administrators, unto our Sovereign Lady the Queen, in the sum of 3,000 *l.* of lawful money of the United Kingdom, to be paid to our said Lady the Queen, her heirs and successors, by way of stipulated or ascertained damages, hereby agreed upon between the Governor of Newfoundland and the said William Inman, Thomas Langton Birley, and Charles Inman, in case of the failure on the part of the contractors in the due execution of this Agreement or any part thereof. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered by the said
William Inman, Thomas Langton Birley,
and Charles Inman, in the presence of

J. E. Gray Hill,
Solicitor,
10, Water-street, Liverpool,

WILLIAM INMAN.

L. S.

T. LANGTON BIRLEY.

L. S.

CHARLES INMAN.

L. S.