



OTAGO PROVINCIAL GOVERNMENT GAZETTE.

PUBLISHED BY AUTHORITY.

All Public Notifications which appear in this Gazette, with any Official Signature thereunto annexed, are to be considered as Official Communications made to those Persons to whom they may relate, and are to be obeyed accordingly.

W. CARGILL, Superintendent.

Vol. III.]

THURSDAY, AUGUST 11, 1859.

[No. 89.]

STEAM CONTRACTS.

THE following Contracts are published for general information:—

INTER-COLONIAL SERVICE.

THIS INDENTURE, made the twenty-third day of November, Eighteen hundred and fifty-eight, BETWEEN His Honor William Cargill, Esquire, Superintendent of the Province of Otago, New Zealand, on behalf of the Government of the said Province of the one part, and James Macandrew of Dunedin, in the said Province, Merchant, carrying on business there under the style, title, or firm of James Macandrew and Company, and the said Company of the other part: WHEREAS the Superintendent and Provincial Council of Otago have resolved upon granting a subsidy, not exceeding Eight thousand pounds, for the purpose of securing a direct monthly steam communication, by means of a steam vessel, between Melbourne in Australia, and Dunedin and Invercargill in this Province, for the next two years: AND WHEREAS the said James Macandrew and James Macandrew and Company, have offered and agreed to undertake the aforesaid service for payment at and after the rate of Eight thousand pounds, for the aforesaid term, payable as hereinafter mentioned,—Now THIS DEED WITNESSETH that in consideration of the monthly payments aftermentioned, the said James Macandrew and James Macandrew and Company, have covenanted and agreed, and do hereby covenant and agree: FIRSTLY, to establish, uphold, and maintain a monthly communication between the Ports of Dunedin

and Melbourne, by means of the steam vessel called the "Queen," belonging to the said James Macandrew and Company, or by means of some other vessel of at least equal strength, power, dimensions, and capacity, and at least equally well fitted for the service undertaken by this contract. SECONDLY, that said vessel, called the "Queen," is of about two hundred tons measurement; and in the event of any other vessel being employed by the said James Macandrew and Company upon the service hereby undertaken, such other vessel shall be of at least equal tonnage to the registered tonnage of the said vessel called the "Queen;" and such vessel, whether the "Queen" or other vessel, shall be fitted up for the comfortable accommodation of at least twenty-eight cabin passengers and twelve steerage passengers, to the satisfaction of the Immigration Officer of the Port of Otago. THIRDLY, that the said James Macandrew and James Macandrew and Company, in the event of other persons offering cargo for any one of the voyages from or to Dunedin and Melbourne respectively, shall not be entitled to put on board upon their own account more cargo than to the extent of one-third of the capacity of the ship, provided always that such other persons shall give notice of their intention to ship cargo previously to or within three days after the vessel's arrival at either of the said Ports of Dunedin or Melbourne at which their cargo is to be shipped. FOURTHLY, that the freight payable at the Port either of discharge or of lading, ac-

ording to agreement, shall be not exceeding the rate of Three pounds per ton for measurement—goods, and of Two pounds ten shillings per ton, dead weight; and for horses and live stock as may be agreed on; and the rates of passage from Dunedin or Invercargill to Melbourne, and *vice versa*, shall not exceed the rate of Sixteen pounds sixteen shillings for cabin passengers, and Ten pounds ten shillings for steerage passengers; and the rate of passage from Dunedin to Invercargill, and *vice versa*, shall not exceed the rate of Five pounds five shillings for cabin passengers, and Three pounds ten shillings for steerage passengers. FIFTHLY, that such vessel, whether the vessel called the "Queen" or other vessel, shall not at anytime be detained either in the Port of Dunedin or in the Port of Melbourne above ten days after her arrival at or in such port, under a penalty of Twenty pounds sterling, to be paid to the said William Cargill, Esquire, or his successors in office, for each of the first two days beyond the tenth day, and of Thirty pounds sterling for each and every day after the twelfth day such vessel shall lie so detained, unless such detention shall be caused by stress of weather or unforeseen accident; the *onus probandi* whereof shall be upon the said James Macandrew and James Macandrew and Company. SIXTHLY, that with a view to arrangements being made for such vessel bringing the mail for the said Province of Otago from Melbourne as soon as possible after every mail's arrival there, the said James Macandrew and Company shall be bound to conform, as far as practicable, to such instructions in that behalf as the Superintendent of the said Province of Otago shall from time to time issue, fix, and intimate by letters to the said James Macandrew and Company. SEVENTHLY, that such vessel, whether the vessel called the "Queen" or other vessel, shall, in every voyage between Dunedin and Melbourne, and Melbourne and Dunedin, call at the Port of Invercargill if the channel of New River shall admit of the vessel so doing, and if it does not, shall call at the Bluff Harbour for the purpose of landing or taking on board passengers and goods and any mail for that part of the said Province; but her detention in New River or in Bluff Harbour shall not on any such occasion exceed twenty-four hours, unless detained by stress of weather or inevitable accident, under the same penalties as are hereinbefore provided for detention in either of the Ports of Dunedin or Melbourne, and it shall be in the option of the said James Macandrew and Company to agree or not to take on board or discharge freight at New River and the Bluff. EIGHTHLY, that in the event of such vessel, whether the vessel called the "Queen" or other vessel employed for the service undertaken by this contract, becoming disabled by

accident or disrepair of the machinery or otherwise, the said James Macandrew and James Macandrew and Company shall be bound forthwith to supply the place of such vessel by some other vessel of at least equal strength, power, dimensions, and capacity to the said vessel called the "Queen," and at least equally well fitted for the aforesaid service, if such vessel can by any means be obtained—failing which it shall be in the power of the Superintendent of the said Province of Otago to declare this contract to be at an end: And the said William Cargill, Esquire, Superintendent of the said Province, for himself and his successors in office, and the Provincial Government of Otago, covenants and agrees that the Provincial Government shall pay to the said James Macandrew or James Macandrew and Company, and their heirs, executors, administrators, and assigns, for the service undertaken by this contract, the sum of Eight thousand pounds sterling, by twenty-four equal instalments of Three hundred and thirty-three pounds six shillings and eight pence, or such proportion of said sum and such number of said instalments as shall be earned by voyages from Dunedin to Melbourne and back again, conformably to the conditions of this contract; each of which instalments shall be due and payable immediately upon the vessel for the time being employed in the service hereby undertaken arriving at the Port of Dunedin from each and every of her monthly voyages to and from Melbourne during the term of this contract, commencing the payment of the first of said instalments when such vessel shall arrive in the Harbour of Otago from the first of her said voyages to and from Melbourne under this contract: AND FURTHER, it is hereby covenanted and agreed by the parties hereto, that in the event of either party failing to fulfil to the other any or all of the covenants, conditions, and provisions herein contained, for the non-performance of which no penalty is specially stipulated, such party so failing to perform shall forfeit and pay to the other the sum of Two Thousand Pounds over and above being liable and bound to give performance, and the said parties shall grant bond each to the other to that effect. IN WITNESS WHEREOF the parties hereunto have set their hands on the day and year first above written. Fourteen words deleted before signing.

(L.S.)

W. CARGILL.

JAMES MACANDREW.

Signed, sealed, and delivered in the presence of
us—

J. M'GLASHAN, Provincial Solicitor.

JOHN HYDE HARRIS, Solicitor, Dunedin.

JAMES MACANDREW & Co.

A. W. MORRIS, Merchant, Dunedin.

J. M'GLASHAN, Provincial Solicitor.

COASTAL SERVICE.

THIS INDENTURE, made the ninth day of March, Eighteen hundred and fifty-nine, BETWEEN His Honor William Cargill, Esquire, Superintendent of the Province of Otago, New Zealand, on behalf of the Government of the said Province of the one part, and Jones, Cargill, and Company of Dunedin, Merchants, of the other part: WHEREAS the Superintendent and Provincial Council of the Province of Otago have resolved upon granting a Subsidy for the supply of a sea-going steam vessel fitted to ply continuously, and under regulations approved of by the Government, between the Port of Otago and the several rivers, harbours, bays, and landing places on the coast of the Province, and to carry passengers as well as goods: AND WHEREAS the said Jones, Cargill and Company offered and agreed to undertake the aforesaid service, and to employ the "Geelong" for a period of two years, for payment at and after the rate of Nineteen hundred and fifty pounds sterling per annum,—NOW THIS DEED WITNESSETH that for and in consideration of the payments aftermentioned the said Jones, Cargill and Company have covenanted and agreed, and do hereby covenant and agree, to ply the said vessel or some other vessel approved of by the Superintendent, continuously and successively without intermission between the Port of Dunedin and the rivers, bays, and harbours along the coast of the Province of Otago—northward and southward—calling at least once in every calendar month, or more frequently as the necessity of the traffic may require, at the following places to the south of Dunedin, viz.: the Taieri Ferry (when the Government shall have made arrangements for the Taieri River being entered with safety), the Clutha, and Invercargill successively; and at the following places to the north of Dunedin, viz.: Waikouaiti, Moeraki, and Oamaru successively; and extending any and every voyage southward to Jacob's River, provided always that there be passengers, or that there be offered not less than ten tons of cargo to or from Jacob's River; and calling likewise at any place not before-named that is passed in the course of any voyage, provided there be passengers or cargo to or from any such place not before-named. **SECONDLY**, For the purpose of receiving and landing passengers and goods the said vessel shall lie as near to every landing place as shall be practicable and consistent with the safety of the said vessel; and the shippers or consignees shall be bound to take and receive their goods from alongside within six hours after the vessel's arrival at the place of discharge at their own expense and risk, unless otherwise expressly stipulated and agreed to, failing which the commander of the said vessel

shall be at liberty to land such goods at their own risk and expense or take back the goods to the port of shipment: But it is hereby provided and declared that the said Jones, Cargill, and Company engage to take on board passengers and goods from the Jetty at Dunedin, and to land passengers and goods thereon free of any charge beyond the fare and freight. **THIRDLY**, The rates chargeable for the conveyance of passengers and goods from one port or place to another port or place shall not exceed those set forth in the Schedule or Table of Rates hereto annexed, and the said Table of Rates shall be advertised by the said Jones, Cargill, and Company in the local newspapers, and a printed copy of the said Table of Rates shall be hung up and kept in a conspicuous place in the office or warehouse of the said Jones, Cargill, and Company. **FOURTHLY**, The dates of sailing of the said vessel from the several ports or places shall be from time to time advertised in the local newspapers, or otherwise, by the said Jones, Cargill, and Company, and shall be adhered to as closely as circumstances will permit, and every endeavour shall be made to obviate or disappoint to shippers, consignees, or passengers, by delay. **FIFTHLY**, A book shall be kept in the office of the said Jones, Cargill, and Company open to the inspection of passengers and shippers, in which shall be entered applications for freight or passage in the order in which they are made, and berths and room shall be reserved for such applicants in the order of their applications, provided that the said Jones, Cargill, and Company shall not be bound to receive any application for the shipment of goods earlier than fourteen days or later than two days before the advertised date of sailing: provided also, that in case of failure to ship goods on the part of any applicant within four hours of the appointed time of sailing, the room applied for may be appropriated to any other applicants in the order of their applications; and provided also, that the said Jones, Cargill, and Company shall be entitled to stipulate for a deposit of some part, not exceeding the half, of the amount of freight at the time of any application being made, which deposit shall be forfeited in the event of non-shipment, unless the room shall be filled up with other goods. **SIXTHLY**, The said Jones, Cargill, and Company shall not in any case put on board goods in which they are directly interested to the exclusion of the goods of others, to an extent of one-third of the carrying capacity of the said vessel, notwithstanding any priority of booking. **SEVENTHLY**, The parties to this contract considering the want of experience as to traffic along the coast by steam vessels, and that it will be conducive to the public interests that the foregoing conditions of this contract shall be subject to revision

and amendment according to experience, hereby reserve to themselves the power to alter and vary the same with mutual consent. EIGHTHLY, The endurance of this contract shall be for two years from and after the thirty-first day of January, Eighteen hundred and fifty-nine, which is hereby declared to be the date of its commencement notwithstanding the date hereof: And the said Jones, Cargill, and Company, during the aforesaid period, shall uphold the vessel employed in the said service in good condition in all respects; and in the event of the said vessel becoming disabled by accident or disrepair, or from any other cause, the said Jones, Cargill, and Company shall be bound, as often as the same shall happen, forthwith to supply the place of such vessel by some other vessel of at least equal strength, power, dimensions, and capacity, and equally well fitted in all respects for the aforesaid service—failing which, this contract shall be held to have come to an end. NINTHLY, Passengers proceeding to or from any of the aforesaid ports on business of the Government, shall, with their luggage, be conveyed and landed free of any charge. TENTHLY, The said William Cargill, as Superintendent of the said Province, for himself and his successors in office, and the Provincial Government of Otago, covenants and agrees that the Provincial Government shall pay to the

said Jones, Cargill, and Company, and assigns, for the service undertaken by this contract, the sum of Nineteen hundred and fifty pounds sterling, per annum, by equal monthly instalments of One hundred and sixty-two pounds ten shillings sterling, during the aforesaid period of two years, or such proportion of all or any one of such instalments as shall be earned conformably to the conditions of this contract, commencing the payment of the first of said instalments upon the first day of March, Eighteen hundred and fifty-nine. AND LASTLY, The parties hereto covenant and agree, and bind and oblige themselves to perform each to the other the conditions and obligations respectively come under by them, under the penalty of Three hundred pounds sterling, to be paid by the party failing to perform to the party performing or willing to perform the same. IN WITNESS WHEREOF these presents, executed in duplicate, and having the Seal of the Province of Otago affixed thereto, are signed by the said William Cargill, and Jones, Cargill, and Company, of the date first above written.

(L.S.) W. CARGILL, Superintendent.
JONES, CARGILL, & Co.

Signed and sealed in the
presence of us—

WM. CARR YOUNG, Dunedin, Merchant.
ROBERT WILLIAMS, Dunedin, Surgeon, &c.

SCHEDULE.

TABLE of RATES of FREIGHT and PASSAGE MONEY proposed to be Charged in the Steamer "Geelong."

DUNEDIN to INVERCARGILL, BLUFF, or JACOB'S RIVER or back—	
	Freight on Goods, 60s. per ton of 20 cwt., or 40 feet
	Wool, 20s. per bale (under 3½ cwt.)
	<i>Note.</i> —All bales over 3½ cwt. to count as 1½ bales.
	Passage—Cabin, £5; Steerage, £3. Including provisions, excepting Wines, Spirits, &c.
Do.	to the CLUTHA or back—
	Freight on Goods, 50s. per ton of 20 cwt., or 40 feet
	Wool, 20s. per bale (under 3½ cwt. &c., as above.)
	Passage—Cabin £3 10s.; Steerage, £2, &c., as above.
Do.	to the TAIERI or back—
	Freight on Goods, 30s. per ton of 20 cwt., or 40 feet
	Wool, 14s. per bale, &c., as above
	Passage—Cabin, £1 10s.; Steerage, 15s., &c., as above.
Do.	to WAIKOUAITI or back—
	Freight on Goods, 60s. per ton of 20 cwt., or 40 feet
	Wool, 20s. per bale, &c., as above
	<i>Note.</i> —These charges at Waikouaiti include landing and shipping.
	Passage—Cabin, £2; Steerage, £1, &c., as above.
Do.	to MOERAKI or back—
	Freight on Goods, 40s. per ton of 20 cwt., or 40 feet
	Wool, 15s. per bale, &c., as above
	Passage—Cabin, £3; Steerage, £2, &c., as above.
Do.	to OAMARU or back—
	Freight on Goods, 40s. per ton of 20 cwt., or 40 feet
	Wool, 15s. per bale, &c., as above
	Passage—Cabin, £3 10s.; Steerage, £2, &c., as above.

W. CARGILL.
JONES, CARGILL, & Co.