

Jamaica Post Office Notices 1905

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5 Jan 1905; Pratville (Manchester) Telegraph Office Closed [Gazette 12 Jan 1905]

18 Jan 1905; Salt River Telegraph Office Closed [Gazette 26 Jan 1905]

1 in.

THE Telegraph Office at Salt River was closed on the 18th instant, and a Telephone has been installed connecting that office with the telegraph system at Alley.

J. B. LUCIE-SMITH, Postmaster for Jamaica.

Jan 1905; Race Course (Vere) PO Opening [Gazette 19 Jan 1905]

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A POST OFFICE connected with the Island Telegraph System, by telephone, has been opened at the Race Course in Vere.

A. H. MILES, Postmaster for Jamaica.

May 1905; Adelphi PO Temporarily Closed [Gazette 25 May 1905]

NOTICE.

THE Post Office at Adelphi, in the parish of St. James, has been temporarily and unavoidably closed.

J. B. LUCIE SMITH,
Postmaster for Jamaica.

May 1905; Pickford & Black Mail Conveyance, Bermuda, Halifax, Jamaica [Gazette 1 Jun 1905]

No. 254.

20th May, 1905.

THE GOVERNOR directs the publication of the following copy of the Contract entered into by the Colonial Postmaster of Bermuda and Messrs. Pickford and Black for the Conveyance of Mails between Bermuda, Halifax and Jamaica.

By command,

H. CLARENCE BOURNE, Colonial Secretary.

Bermuda, Halifax and Jamaica Mail Contract.

These articles of agreement made the seventeenth day of January, 1905, between the Colonial Postmaster of Bermuda (hereinafter called "the Colonial Postmaster" in which expression are included any and every his successors in office the Colonial Postmaster of Bermuda for the time being) on behalf of the Government of Bermuda of the one part and Robert Pickford, William A. Black and George W. C. Hensley, all of the city of Halifax in the Dominion of Canada, ship owners, trading under the firm name of Pickford and Black (hereinafter called the Contractors in which expression, where not inconsistent with the context, their executors administrators and assigns shall be included) of the other part, Witness that for the consideration, hereinafter expressed or appearing it is agreed between and by the parties hereto, and the Contractors for themselves their heirs, executors and administrators as to the covenants and agreements hereinafter on their part contained do hereby covenant and agree with the Colonial Postmaster and the Colonial Postmaster for himself and his successors as aforesaid as to the covenants and agreements hereinafter contained on his and their part doth hereby covenant and agree with the Contractors and their executors and administrators in the manner following, that is to say:—

1. The Contractors shall and will at all times during the continuance of this contract convey once at least in every calendar month from Hamilton, in the Islands of Bermuda, to Grand Turk in the Turks Islands, and Kingston in Jamaica, and, on the return voyage from Hamilton aforesaid in the months of April and May, and at other times from Hamilton or St. George's Bermuda, at the option of the Contractors, to Halifax in Nova Scotia, by suitable steamships as hereinafter provided (hereinafter called the contract steamers) all such His Majesty's mails as the Colonial Postmaster or other proper officer of the Post Office in Bermuda shall from time to time or at any time require to be conveyed under this contract (which service is hereinafter referred to as "the regular mail service"); provided that whenever the contract steamer is not to go to Hamilton, Bermuda, on any return voyage from the West Indies at least three weeks previous notice thereof shall be given by the Contractors in the *Royal Gazette* newspaper.

2. In addition to the regular mail service the Contractors shall receive and convey all such mails

as are destined for Bermuda, whether for distribution there or for transmission thence to any other country or place, which shall be delivered or tendered to them by the Post Office authorities in Halifax, Jamaica or Turks Islands and which they are not under any contract with the Lords of the Admiralty, or the Government or Post Office authorities of Canada, Nova Scotia, Jamaica or Turks Islands bound to convey and shall deliver them to the proper Post Office authorities at the port of arrival in Bermuda immediately after arrival there.

3. The term "mails" in this Contract shall be construed to include all mails originating or arriving in Bermuda and destined for transmission to Halifax, Turks Islands or Jamaica, whether intended for distribution there or for transmission thence to any other countries or places, and all mails originating or arriving in Halifax, Turks Islands or Jamaica and destined for Bermuda, whether intended for distribution there or for transmission thence to any other countries or places which under the terms of this contract the Contractors shall be bound to convey, and shall for all purposes of this contract be construed to mean and comprise all bags, boxes, baskets or packets of letters, post cards, newspapers, books, printed papers and patterns and all other articles now or hereafter transmissible by post, to whatever country or place they may be addressed or in whatever country or place they have originated, and also all empty bags, boxes, baskets and other receptacles, and all stores and other articles used, or intended to be used in the Post Office Service, which shall be sent by or from or to the Bermuda Post Office.

4. The Contractors shall and will at all times during the continuance of this Contract, or so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance thereof, provide and keep sea-worthy, and in complete repair and readiness, to the satisfaction of the Governor of Bermuda in Council, for the purpose of conveying as herein provided all such mails as aforesaid, a sufficient number of good substantial and efficient steamships, each of which shall be of not less than 500 tons net register, and supplied with appropriate first rate steam engines, and capable of maintaining throughout the voyages of such vessels respectively under this contract the average speed hereinafter stipulated, and in all other respects adequate and suited to the performance of the services hereby agreed to be performed: provided that it shall at all times be lawful for the Governor of Bermuda in Council to allow the regular mail service to be temporarily suspended or discontinued in consequence of any accident happening to any contract steamer, or for any other special reason to be allowed by the Governor in Council, for such time, and on such terms as to suspension or temporary forfeiture of the subsidy and otherwise, as to him shall seem proper without requiring the Contractors to substitute or provide another steamship for the service.

5. The contract steamers shall be always supplied and furnished with all necessary and proper machinery, engines, anchors, cables, boats, fire pumps, and all other proper and requisite means for extinguishing fire, lightning conductors, charts, chronometers, and proper nautical instruments, furniture, tackle, stores, lamps, oil, tallow, fuel, provisions and whatever else may be requisite or necessary for equipping the said steamers and rendering them constantly ready and efficient for the contract ser-

vices, and shall be properly manned with legally qualified and competent officers with appropriate certificates granted pursuant to the Act or Acts of the Parliament of the United Kingdom or of the Dominion of Canada in force for the time being relative to granting certificates to Officers in the British Merchant Service, and also with competent engineers and a sufficient crew of able seamen and other persons.

6. The Contractors shall at their own expense provide on each of the contract steamers a proper convenient and secure place of deposit for the mails, with proper and secure locks and keys for the same.

7. The contract steamers and all equipments and fittings, and the officers, engineers and crew thereof, shall at all times during the continuance of this contract while any such steamer shall be in either of the ports or places hereinbefore mentioned, be subject to the inspection of such person or persons as the Governor of Bermuda in Council may appoint or authorise to make such inspection.

8. The contract steamer so equipped and manned as aforesaid shall, once in every calendar month on such days and at such hours and times as the Colonial Postmaster shall from time to time sanction, subject as hereinafter provided, immediately after the mails are embarked put to sea from Hamilton Bermuda, as hereinbefore provided, and proceed thence to Turks Islands and Jamaica, and on the return voyage put to sea from Hamilton or St. George's, Bermuda, as hereinbefore provided, and proceed thence to Halifax and the Contractors shall (subject as aforesaid) convey in such steamers all such mails as shall or may be tendered or delivered to, or received by, the Contractors, or any of their officers, servants or Agents, by or from the Colonial Postmaster, or other proper officer of the Bermuda Post Office, or other person on his behalf, for conveyance under this contract; and every contract steamer shall maintain on every such voyage an average speed of not less than ten knots an hour throughout the entire voyage between the ports and places aforesaid.

9. Each of the contract steamers shall on every arrival in Hamilton or St. George's, Bermuda, remain in harbour at least four daylight hours after dropping anchor there unless the Governor shall for any special reason to be allowed by him permit her to depart after remaining a shorter time, but not at any time less than three hours in harbour from the time of her dropping anchor, and if at any time or times it shall be deemed requisite for the public service that any contract steamer shall delay her departure from Bermuda beyond the time hereby appointed the Governor shall have power to order such further delay not exceeding twenty four hours in any case by letter or telegraph or telephonic message sent by his authority to the master or other commanding officer or agent of such steamer and such letter, telegram or telephonic message shall be deemed a sufficient authority for such detention.

10. The Contractors shall at their own expense from time to time publish and keep published in the *Royal Gazette* newspaper and in some other Bermuda newspaper, the time table of the regular mail service, specifying the respective times and ports of the intended departure and arrival of the mail steamers; and public notice shall in like manner be given of any alteration therein one week at least in advance of the intended alteration; and such time tables shall at all times be subject to the approval of the Colonial Postmaster of Bermuda.

11. If at any of the times which shall respectively be appointed as aforesaid for the departure of the contract steamer from the said port or place (subject to the power of detention hereinbefore contained) it shall happen that the mails intended to be conveyed by such steamer have not been tendered at the Post Office, or delivered to or received by the Contractors or any of their officers, servants or agents (such Contractors or their servants, officers or agents being present) by or from the Colonial Postmaster, or other officer of the Bermuda Post Office, for conveyance under this contract then and in any such case the Contractors shall not be obliged to delay the departure of such steamer from such port or place respectively beyond the time appointed for her departure therefrom (subject to the aforesaid power of detention) but may forthwith despatch the said steamer on her voyage without such mails as aforesaid.

12. The mails shall always be received by the Contractors or their Agents, or some responsible officer of the Contract steamer, at the proper Post Office in Bermuda, at the proper time for the despatch thereof, and shall be taken thence under the charge and at the risk of the Contractors and embarked and transported to and landed at the port of destination, and delivered at the proper Post Office at the respective ports of delivery at the expense of the contractors; and all commanding and other officers of the contract steamers respectively employed in the services under this contract, and all other servants and agents of the Contractors shall at all times punctually attend to the orders and directions of the Colonial Postmaster or other officer of the Bermuda Post Office despatching the mails, as to the mode, time and place of embarking, landing and delivering all mails respectively conveyed, or intended to be conveyed by such steamers respectively, and shall at all times protect such mails to the utmost of their power.

13. The master or other commanding officer of each contract steamer shall make the usual declaration or declarations for the time being required by the Colonial Postmaster, or the Postmaster at St. George's, in such and similar cases, and shall furnish such journals returns or information, and perform such services, incident to the reception and conveyance of the mails, as the Colonial Postmaster or the Postmaster at St. George's shall from time to time require, and shall without any remuneration beyond the sums herein provided to be paid to the Contractors, take charge at the proper Post Office in Hamilton or St. George's of the mails so to be conveyed, and shall immediately after the arrival of any such steamer at the port of destination deliver at the chief Post Office there all mails for that office into the hands of the Postmaster there or other person at such Post Office authorised to receive the same.

14. The Contractors shall not convey in any contract steamer any nitro-glycerine or any other article which shall have been legally declared specially dangerous.

15. The Contractors shall make all such arrangements relative to quarantine as may be from time to time required by the Health authorities at Bermuda.

16. In consideration of the due and faithful performance by the Contractors of all the services hereby agreed to be performed by them or by the contract steamers there shall be payable to the

Contractors during the continuance of the Contract, at the Receiver General's Office in Bermuda, out of such grants or supplies as have been or shall be appropriated by the Legislature of Bermuda, for the purpose, a sum at the rate of two hundred pounds in respect of each year of the contract service, or so much of the said sum as shall remain payable after making such deductions therefrom (if any) in respect of any default or failure on the part of the Contractors as hereinafter mentioned.

17. If the Contractors shall at any time during the continuance of this contract fail to provide for the regular mail service an efficient steamer at Bermuda ready to put to sea, and which shall actually put to sea, with the mails on board and at the appointed day and hour (subject to the aforesaid power of detention) in accordance with this contract, then and so often as the same shall happen there may at the discretion of the Governor of Bermuda in Council, be deducted from the sum hereinbefore agreed to be paid to the Contractors a sum not exceeding such part of the said sum of two hundred pounds as shall be duly apportionable to the single voyage in respect whereof the default shall have been made; and if at any time during the continuance of this contract the Contractors shall fail or neglect to deliver as aforesaid at the Post Office at the proper port of destination any mails delivered to them to be conveyed to those ports and places respectively under this contract, there may at the discretion of the Governor of Bermuda in Council, be deducted from the said sum the sum of ten pounds and the like sum for every successive period of six hours during which such neglect shall last; and such deductions shall be made as often and as long as such delay in delivering shall happen.

18. If at any time any contract steamer shall fail to convey the mails between the ports or places aforesaid at the average rate of speed hereinbefore stipulated then and so often as the same shall happen there may be deducted from the sum payable under the contract such sum as the Governor of Bermuda in Council shall in such case determine, but not exceeding in amount such part of the said sum as shall be duly apportionable to the single voyage in respect whereof any such default shall have been made.

19. Each and all of the several sums of money hereinbefore agreed to be deducted or paid in the event of the failure or default of the Contractors as aforesaid shall be due and payable as stipulated and ascertained damages, and not by way of penalty, from whatever cause or causes any such failure or default shall have arisen, and although such failure or default may have arisen wholly or in part from any cause or causes beyond the control of the Contractors, and although no damage or loss shall or may have been sustained by reason or in consequence of such default; and such sum or sums shall at the option and discretion of the Governor of Bermuda in Council be either deducted from any moneys then payable, or which may thereafter become payable, to the Contractors on account of the said sum as herein provided, or the payment thereof may be enforced as a debt to His Majesty with full cost of suit; and the making of any such deduction, or the payment by, or the recovery from, the Contractors of any such sums shall in no case prejudice or affect the right of the Governor of Bermuda in Council to treat such failure or default of the Contractors in respect whereof such sum is deducted paid or

recovered as a gross breach of this contract in the manner hereinafter provided.

20. The said yearly sum hereinbefore agreed to be paid to the Contractors shall (subject to the several deductions hereinbefore mentioned) be paid by equal quarterly instalments of fifty pounds for each complete period of three months, calculated up to 31st day of March, the 30th day of June, the 30th day of September, and the 31st day of December, in each year during the continuance of this contract as hereinafter provided; and the amount of the residue if any which shall be justly due to the Contractors in respect of each such period as aforesaid shall be paid by the Receiver General of Bermuda out of such grants or supplies as aforesaid as soon as conveniently may be after the said several last mentioned days respectively; and for the purposes of such payments the said yearly sum shall be deemed to accrue from day to day, subject to the liability of the same to the several deductions aforesaid, and all such payments respectively shall be received by the Contractors in full satisfaction and discharge of all claims and demands by them for or on account of the services hereby contracted to be performed, and for and on account of all and every other the covenants and agreements herein contained, and on the part of the Contractors to be kept observed and performed or any damages losses or expenses which may be sustained by the Contractors in respect thereof.

21. The contract service under this agreement shall commence on or as from the first day of January, 1905, and shall continue in force until the 31st day of December, 1907, or until the termination prior to that date by three calendar months' notice in writing by the the Colonial Postmaster, with the sanction of the Governor of Bermuda in Council, to the Contractors, or their agent in Bermuda or by the Contractors or their agent in Bermuda to the Colonial Postmaster, to terminate the same.

22. If on the expiration or prior termination of this contract any contract steamer shall have started on any voyage or voyages with the mails on board in conformity with this contract such voyage shall be continued and be performed, and the mails be delivered at the termination of the same, as if this contract had remained in force with regard to such steamer and services; and with respect to such steamer and services as last aforesaid respectively this contract shall be considered as having terminated only when such steamer shall have reached her port or place of destination and such respective services shall have been performed.

23. All notices or directions which the Colonial Postmaster is hereby authorised to give in writing to the Contractors their officers agents or servants (other than any notice of termination of this contract) may (at the option of the Colonial Postmaster) be either delivered to the master of any contract steamer or other officer or agent of the Contractors in charge or management of any such steamer, or left for the Contractors at their agent's office or place of business in Hamilton, Bermuda, or at their, or any of their last known places of business; and any notice of termination of this contract may be delivered in writing to the officer or agent of the Contractors in charge or management of any such steamer in Bermuda, or left for the Contractors at their agency or last known place of business in Hamilton or Halifax Nova Scotia; and any notices or directions so given or left shall be binding on the Contractors.

24. The Contractors shall not assign underlet or dispose of this contract or any part thereof without the consent of the Governor of Bermuda in Council, signified in writing under the hand of the Colonial Secretary; and in case of the same or any part thereof being assigned underlet or otherwise disposed of, or of any gross or habitual breach of this contract, or any covenant matter or thing herein contained, on the part of the Contractors their officers agents or servants, it shall be lawful for the Governor of Bermuda in Council, if he shall think fit, and notwithstanding there may or may not have been any former breach of this contract, by writing under the hand of the Colonial Secretary to terminate this contract, without any previous notice to the Contractors or their agents, nor shall the Contractors be entitled to any compensation in respect of such determination, and such determination shall not deprive the Government of Bermuda or any officer thereof of any right or remedy to which it or he would otherwise be entitled by reason of such breach or any prior breach of this contract.

In witness whereof the Colonial Postmaster of Bermuda hath hereto set his hand and seal and the said Robert Pickford, William A. Black and George W. C. Hensley have hereto set their hands and seals the day and year first above written.

Signed sealed }
and delivered by }
Allan Frith }
Smith, Colonial }
Postmaster of } (Sd.) Allan F. Smith (L.S.)
Bermuda, the }
alterations and }
additions to }
clauses 10 and 17 }
having first been }
initialled in the }
presence of: }

(Sd.) A. C. Jones, } Clerks in Bermuda Pos
(Sd.) H. C. Mercer, } Office.

Signed sealed }
and delivered by }
the above named }
Robert Pickford, }
William A. Black } (Sd.) Robert Pickford (L.S.)
and George W. }
C. Hensley, the } (Sd.) W. A. Black (L.S.)
alterations and }
additions to } (Sd.) G. W. C. Hensley (L.S.)
clauses 10 and 17 }
having first been }
initialled in the }
presence of: }

(Sd.) A. H. McCaughin,
Clerk of Halifax, N. S.

(Sd.) F. G. Cable,
Clerk of Halifax, N. S.

Approved of by his Excellency the Governor of Bermuda in Council.

(Sd.) EYRE HUTSON,
Colonial Secretary.

2 Aug 1905; Postal Order Shortages Temporary Arrangements [Gazette 10 Aug 1905]

Colonial Secretary's Office,
No. 371.—2 2nd August, 1905.
IT is hereby notified that pending the arrival of a supply of postal orders in the usual form the Governor has approved of the temporary use of a form for all denominations, which has been prepared locally and which will be stamped with the old counterstamping die used by the Stamp Commissioner. No postal order of the new form not bearing that stamp will be valid.

Sep 1905; GB PMG delegating Authority to Jamaica PM, mail by ship [Gazette 21 Sep 1905]

INSTRUMENT OF APPOINTMENT.

To the Postmaster of Jamaica :

Whereas by the Post Office (Duties) Act, 1840, Section 36, it is enacted (among other things) that every master of a vessel outward bound shall receive on board his vessel every post letter bag tendered to him for conveyance, and having received the same shall deliver it on his arrival at the port or place of his destination without delay, and every master of a vessel inward bound shall cause all letters on board his vessel (except as in the said Act mentioned) to be collected and enclosed in some bag or other envelope, and to be sealed with his seal, and to be addressed to any of Her Majesty's Deputy Postmasters, that they may be in readiness to send on shore by his own boat or by the pilot boat, or by any other safe or convenient means, in order that the same may be delivered at the first regular post office which can be communicated with and at the regular port or place where the vessel shall report, shall sign a declaration in the presence of the person authorised by the Postmaster General at such port or place, who shall also sign the same, and the declaration shall be in the form or to the effect more particularly described in the said Act.

Now, therefore I, the Right Honourable Edward George Villiers Stanley, C.B., commonly called Lord Stanley, His Majesty's Postmaster General, do hereby appoint, constitute, and authorise you as my Agent, from time to time, and at all times by yourself or any person in your official employ to act generally as one of His Majesty's Deputy Postmasters within the meaning and for the purposes of the said enactment, and also as my Agent in and about all the matters and things mentioned or referred to in the said enactment and with full powers to exercise all and every the authorities and powers thereby

conferred upon me or upon any person on my behalf or on behalf of His Majesty.

Dated this 9th day of August, One thousand nine hundred and five.

(Sgd.) STANLEY.

5 Oct 1905; Point Hill PO Temporary Closed [Gazette 5 Oct 1905]

NOTICE.

THE Post Office at Point Hill, in the parish of St. Catherine, has been temporarily and unavoidably closed.

J. B. LUCIE-SMITH,
Postmaster for Jamaica.

5 Oct 1905; Canadian Money Orders Turks Island [Gazette 5 Oct 1905]

NOTICE.

IT is hereby notified that from the 1st October, 1905, the Post Office of the Dominion of Canada will exchange Money Orders direct with Turks Island, instead of via London as hitherto, and this Administration will act as the intermediary between the two countries in the matter of the adjustment of the accounts.

J. B. LUCIE-SMITH, Postmaster for Jamaica.

1 Dec 1905; Availability of Postal Orders & Impressed Stamps [Gazette 30 Nov 1905]

NOTICE.

FROM the 1st December, 1905, impressed and embossed stamps from 1d. to 6/ value, and inland postal orders will be sold at the General Post Office, Duke street and Harbour street, the latter will no longer be obtainable at the Foreign Money Order Office, Blundell Hall.

Inland postal orders will be cashed at the General Post Office so long as funds are available.

J. B. LUCIE-SMITH,
Postmaster for Jamaica.