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GOVERNMENT NOTICES.

*Colonial Secretary's Office,
13th January, 1875.*

THE GOVERNOR directs the publication, for general information, of the following Contract between the Government of Jamaica and Messrs. Leech, Harrison, and Forwood, for the Carriage of Mails, &c. between Kingston and New York.

By command,

E. N. WALKER,
Acting Colonial Secretary.

CONTRACT FOR CARRIAGE OF MAILS,
BETWEEN NEW YORK AND KINGSTON.

ARTICLES OF AGREEMENT made the Twenty-first day of December, in the Year of our Lord One Thousand Eight Hundred and Seventy-four, between His EXCELLENCY SIR WILLIAM GREY, Knight Commander of the Most Exalted Order of the Star of India, Governor of Jamaica, for and on behalf of the Public and Government of Jamaica, of the One Part, and Arthur Bower Forwood, William Bower Forwood, and Thomas Brittain Forwood, the younger, of No. 11, Dale Street, in the Town of Liverpool, England, Merchants and Co-partners, trading under the Style or Firm of "Leech, Harrison, and Forwood," of the Other Part.

WITNESSETH, that in consideration of the payment hereinafter stipulated to be made to the said Leech, Harrison, and Forwood, they, the said Leech, Harrison, and Forwood do hereby promise and agree to and with the said Governor of Jamaica in manner following; that is to say,

1st.—That the said Leech, Harrison, and Forwood shall and will, at their own costs and charges, at all times during the continuance of this Contract, diligently and faithfully convey all such Mails, including, as well all Government Despatches, Letters, Newspapers, Books, Printed and other Documents, as all Articles and Things as are ordinarily comprised in any of such Mails,

whether of Letters, Newspapers, or of Books, or other Documents which they shall at any time or times, and from time to time by the Post Master of New York, by the Post Master of Jamaica, or by any authorized Officer or Agent of the said Colony, be required to convey once each way, in every Calendar Month, between the Post Office of Kingston, in the Island of Jamaica, and the Post Office of New York, in the United States of America, for a period of three years, to be computed from the Twenty-second day of August, One Thousand Eight Hundred and Seventy-four, and determinable as hereinafter mentioned.

2nd.—The said Leech, Harrison, and Forwood will, at all times during the continuance of this Agreement, provide, keep seaworthy, and in complete repair and readiness for the purpose of conveying the Mails as aforesaid, good and efficient Steam Vessels, in all respects suited to the performance of the Services herein agreed to be performed within the respective times herein stipulated: Provided, that such vessels shall be of not less than one thousand tons gross Register, or one thousand four hundred tons burthen each, and of sufficient nominal horse power.

3rd.—The Vessels to be employed under this Agreement shall be subject to the approval of the Governor of Jamaica, and shall be specially fitted for carrying Cargoes of Fruit and perishable Articles, have good accommodation for First and Second Class Passengers, and be always furnished with all appropriate and necessary Machinery, Engines, Apparel, Furniture, Stores, Tackle, Boats, Fuel, Lamps, Oil for Lamps, and Engines, 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 Vessels, and rendering them constantly efficient for the Services 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 to Officers in the Merchant Service, and with a sufficient number of efficient Engineers, and a sufficient Crew of able Seamen and other men.

4th.—One of such Vessels, so equipped and

manned as aforesaid shall, on the Fourth Thursday of every Month, between the hours of two and five of the clock in the afternoon, and immediately after the Mails are embarked, put to sea from the Port of Kingston, on a voyage from Kingston to New York, and each of such Vessels shall, on every such voyage, make the voyage, and convey the said Mails from Kingston to New York in six days and a half day, or one hundred and fifty-six hours; and shall thereupon, and after such interval as hereinafter provided at New York, and immediately after the homeward Mails and other Mails to be forwarded in due course are embarked, put to sea on the return voyage from New York to Kingston; and shall, on every such return voyage, make the voyage and convey the said homeward and other Mails from New York to Kingston in the like period of six days and a half day, or one hundred and fifty-six hours: Provided that Leech, Harrison, and Forwood shall so arrange the time of each departure of each of such Vessels from New York to Kingston with the homeward Mails as to give not less than five clear days of Twenty-four hours each interval at New York, between the time of arrival of such Vessel at New York and the time of departure of the same therefrom to Kingston: Provided, That the Governor may make, or may allow to be made from time to time, any alteration that he may think fit in the time of departure from Kingston or New York.

5th.—That in case any Steam Vessels mentioned in clause two shall be temporarily disabled for Service, the said Leech, Harrison, and Forwood will convey the Mails by some other means, and if the said Leech, Harrison, and Forwood fail to provide a suitable Vessel for the Service within a period of six months from the day of such Vessel before mentioned being disabled, the Contract to be considered void.

6th.—That if any such Steam Vessel shall be wrecked, stranded, or driven on shore, the Master or Commander and Crew thereof shall use his and their utmost endeavours for the preservation of the Mails which shall be then on board; and shall, with as little delay as possible, transmit, through the nearest British or Foreign Post Office, or by any other safe and available means, all such Mails as shall be saved to one or other of the respective Post Offices aforesaid, the Post Office of the place of destination of such Mails always to be preferred, but the cost and expenses of the transmission of such Mail shall be borne or made good by the said Leech, Harrison, and Forwood.

7th.—That the said Leech, Harrison, and Forwood will provide, at their own cost, a proper and convenient place of deposit on board the said Steam Vessels, under Lock and Key, for the safe keeping of the said Mails; and also provide, at their own cost, as many Bags and Packages as shall be requisite and sufficient to contain and hold the said Mails, of good and proper material, make, and condition, and capable of retaining and protecting the contents thereof from damage by water or other liquid matter; and the Masters of such Steam Vessels shall be responsible for the receipt, safe custody, and delivery of the said Mails, and such Masters shall make the usual Declaration or Declarations required, or which may hereafter be required by the Post Masters at Kingston and New York respectively in such and similar cases; and every such Master, having the charge of such

Mails, shall himself, or by a competent Officer, immediately on the arrival at the said Port or Places of any Vessel so conveying the same, deliver all the said Mails for such Ports or Places into the hands of the Post Master of the Ports or Places where such Mails are to be delivered, or into the hands of such other person as the respective Governments shall direct and authorize to receive the same, receiving in like manner all the return and other Mails to be forwarded in due course.

8th.—That the said Leech, Harrison, and Forwood shall not receive, nor permit to be received on board any Vessel employed under this Contract, any Letters or Bags of Mails from any person or persons whomsoever (save and except Letters and Communications on the business of the said Leech, Harrison, and Forwood in reference to this Service) for conveyance to or from Kingston and New York respectively, other than those duly in charge of the Master of such Vessel, pursuant to this Contract.

9th.—That the said Leech, Harrison, and Forwood shall provide proper and seaworthy Boats, properly provided and equipped for the safe embarkation and disembarkation of the said Mails, and will defray all Charges for the immediate receiving and taking on Board from the respective Post Offices, and landing and delivery at the respective Post Offices of the said Mails.

10th.—That the said Steamers shall take on Board at Kingston, Jamaica, Coals, Provisions, and necessary Supplies, and shall lie at the Port of Kingston for loading not less than two clear working days, giving twelve hours each of day light for loading before sailing for New York.

11th.—That space for not less than four hundred tons of freight shall be reserved and available in every Steamer performing the Service under this Contract for shippers of Freight to and from Jamaica, and the Freight to be charged on Cargo to and from Jamaica shall be on the basis of seventy-five cents Gold for each Dry Barrel, and five per cent for Primage, and twenty cents Gold for each cubic foot of measurement Goods, and five per cent for Primage, and that the Passage-Money for passengers to or from New York shall not exceed fifty Gold Dollars for each adult first Cabin passage, and thirty-five Gold Dollars for each Second Cabin passage, each such Gold Dollar being equivalent to four Shillings and Twopence, sterling Money of Great Britain.

12th.—And in consideration of the due and faithful performance by the said Leech, Harrison, and Forwood of all the Services hereby contracted to be by them performed, the Governor of Jamaica doth hereby agree that there shall be paid to the said Leech, Harrison, and Forwood, as long as they perform the whole of the said Services in the manner and with such Vessels as are herein provided, a sum after the rate of Four Thousand Five Hundred Pounds per annum by equal Monthly payments of Three Hundred and Seventy-five Pounds per Month, payable at Kingston, Jamaica, the first of such payments to be made on the Twenty-second day of September, One Thousand Eight Hundred and Seventy-four, and a proportionate part thereof, should this Contract terminate on any other day than the day of Monthly payments; to be subject however to the abatement of any deductions or forfeitures which the said Leech, Harrison, and Forwood may have incurred as

herein provided, for which purpose the Governor of Jamaica shall always retain in hand one Month's Subsidy.

13th.—That, subject to the provisions aforesaid, the payment of the Subsidy under this Contract to the said Leech, Harrison, and Forwood, shall be made to the Agent in Jamaica of the said Leech, Harrison, and Forwood in Cash at the expiration of every Month of the Service under this Contract, save and except as aforesaid, on the production and delivery to the Colonial Secretary of the Certificates from the Authorities of the respective Post Offices aforesaid of the due delivery of the Mails aforesaid within the period of the Contract, and upon such other evidence of the performance of the Contract as shall be reasonably satisfactory to the Governor.

14th.—That for each and every failure on the part of the said Leech, Harrison, and Forwood, in the punctual performance of this Contract, except in such cases as any such failure shall have been occasioned by accident to Vessel or Machinery, or by stress of weather, or by other cause or causes over which the said Leech, Harrison, and Forwood had not, and could not have had control (whereof the burden of proof to except any case of such failure out of the operation of this section, shall lie upon the said Leech, Harrison, and Forwood), the said Leech, Harrison, and Forwood shall forfeit the sum of twenty pounds for every complete period of twenty-four hours, or a proportionate part of the said sum, for any period less than such complete period of twenty-four hours, but not less than six hours, consumed in the performance of any Service hereinbefore covenanted to be performed beyond the period herein allowed for the performance of such Service, and the like sum of Twenty-pounds for each day, or a proportionate part of the said sum for any period less than a day, but not less than six hours, by which the two several periods of five clear days, and two clear working days hereinbefore stipulated to be allowed for loading at the said ports of Kingston and New York respectively, or either of such periods, may be curtailed; and the Governor of Jamaica shall have the power to deduct, at the end of the current Month, or of the next ensuing Month, the total amount of such fines from the amount of Subsidy payable to the said Leech, Harrison, and Forwood.

15th.—All questions arising under the Contract, having regard to the class of Vessel, and the efficiency of said Vessel for the Service, as also in respect of fixing, determining, and recording the exact time of arrival and departure of such Vessel, and all questions with regard to any delays which may take place on any Voyage, and to forfeitures for such delays, shall be under the exclusive regulation of the Governor, whose decision upon all questions relating to those matters shall be final.

16th.—That the several pecuniary penalties or forfeitures under this Contract shall be payable by and enforced against the said Leech, Harrison, and Forwood, as liquidated or stipulated damages.

17th.—In case of any breach or breaches of this Agreement, or any covenant, matter, or thing herein contained on the part of the said Leech, Harrison, and Forwood, their Officers, Agents, or Servants, and whether there be or be not any pe-

nalty or sum of Money payable by the said Leech, Harrison, and Forwood, for such breach or breaches, it shall be lawful for the Governor, if he shall think fit, (and notwithstanding there may or may not have been any former breach of this Agreement,) by writing under his hand, or under the hand of the Colonial Secretary, to require the said Leech, Harrison, and Forwood, or their Agents, to submit to the Governor, within such reasonable time as may be specified in such writing, explanations of the cause or causes of such breach or breaches; and in case the said Leech, Harrison, and Forwood, or their Agent, shall neglect to submit such explanation within such time as aforesaid, or shall fail to prove by such reasonable evidence as may be satisfactory to the Governor, that such breach or breaches was or were due to some cause or causes over which the said Leech, Harrison, and Forwood had not and could not have had control, then and in each and every of such cases it shall be lawful for the Governor, by writing under his hand, or under the hand of the Colonial Secretary, to determine this Agreement on six months' notice to the said Leech, Harrison, and Forwood, or their Agent; nor shall the said Leech, Harrison, and Forwood be entitled to any compensation in respect of such determination; and such determination shall not deprive the Governor of any right or remedy to which he would otherwise be entitled by reason of such breach, or any prior breach of this Agreement.

18th.—The decision of the Governor with respect to any question that may arise concerning any breach, or alleged breach by or on the part of the said Leech, Harrison, and Forwood of this Agreement, or the sufficiency of any such breach to justify the Governor in putting an end to the same, as hereinbefore provided, or concerning any of the Covenants, Matters, or things herein contained, or in anywise relating thereto, shall be final, and without appeal.

19th.—That there shall be lodged, with the Colonial Secretary of Jamaica an authority, in writing, from the said Leech, Harrison, and Forwood, naming the Agent in the Island of Jamaica, appointed on their behalf, and payment to such Agent until his or their authority shall be revoked by a Notice thereof, in writing, under their hand, left with the Colonial Secretary of Jamaica, of all sums payable to them under this Contract, and the Service on or by such Agent of all Notices required to be given to or by the said Leech, Harrison, and Forwood, shall be deemed a sufficient and full payment to and sufficient Notice to the said Leech, Harrison, and Forwood; and every payment so made to such Agent, and Notice given to or by such Agent, shall be binding and conclusive upon the said Leech, Harrison, and Forwood, notwithstanding the dissolution of the said Firm at the time of such payment or notice: And further, the said Agent or Agents shall have full power and authority for and on behalf of the said Leech, Harrison, and Forwood, to enter into, make, sign, acknowledge, and perform any Contract, Agreement, Writing, or thing that may be necessary or proper to be entered into, made, signed, acknowledged, or performed for effectuating the purposes of this Agreement, or any of them; and generally to do, execute, and perform any other act, deed, matter, or thing whatsoever which may be necessary or proper to be done, executed, or performed in or about the performance of this Agreement, or any of the Covenants, Matters, or things herein contained,

or in any wise relating thereto, as fully and effectually, to all intents and purposes, as the said Leech, Harrison, and Forwood could do if they were present and did the same in their proper persons, it being the intent of these presents that in all matters and things respecting this Agreement the said Agent or Agents shall have full power and authority to represent and act for the said Leech, Harrison, and Forwood, and shall in all such matters and things represent and act for the same.

20th.—That in case of the death, or removal, or non-appointment of any such Agent, and, in the absence of any such Agent, any Notice under this Contract from the Colonial Secretary of Jamaica, on the part of the Governor of Jamaica, shall be deemed to have been duly given if put in the Post Office at Kingston, addressed to "Messrs. Leech, Harrison, and Forwood, No. 11, Dale Street, Liverpool, England," and the time for which such Notice is to run shall be computed from the day of departure from Kingston for England of the Packet with the Mail by which such Notice shall be sent.

21st.—That in case of war, by means whereof no Mails can be received at or delivered to or from the Post Offices of New York and Kingston respectively as aforesaid, then, in respect of any non-receipt or non-delivery arising from or occasioned by the cause aforesaid, there shall be no forfeiture under this Contract.

22nd.—That the Steam Vessels to be employed in the performance of this Contract shall be free from all Tonnage, Customs, Harbour, Light-House, and all other Dues, and shall be afforded by the Customs' Department of the Island of Jamaica every facility for landing and shipping Cargo during their stay in the Port of Kingston, and shall be cleared by the Customs' Department when ready to depart, even though it be out of the regular hours therefor of such Department.

23rd.—That the said Leech, Harrison, and Forwood shall not assign, underlet, or dispose of this Contract, or any part thereof, without the consent of the said Governor of Jamaica, signified in writing; and in case of any breach by the said Leech, Harrison, and Forwood of such provision, it shall be lawful for the said Government to determine this Contract without any previous Notice to the said Leech, Harrison, and Forwood, or their Agents; nor shall the said Leech, Harrison, and Forwood be entitled to any compensation in respect of such determination.

24th.—Whenever, throughout this Agreement, the word "Governor" is used, it shall mean the Officer for the time being administering the Government of Jamaica, the words "Colonial Secretary" shall mean the Colonial Secretary for the time being of the Government of Jamaica; the words "Mail Service" shall mean the carriage of ordinary Mails, as well as closed Mails, during the Contract.

25th.—That the said Sir William Grey, Knight Commander of the most exalted Order of the Star of India, Governor of Jamaica for the time being, or the Officer administering the Government of Jamaica for the time being, shall not be in anywise personally bound under these presents, or accountable for any default or omission in the ob-

servance, performance, or fulfilment of the acts, deeds, matters, or things which are hereby made obligatory on the said Governor.

In Witness whereof, &c.