

FALKLAND ISLANDS.

No.

151/16

MAI/GEN/1#6

Governor's Office.



From

SUBJECT.

Secretary of State for the Colonies.

INTER-INSULAR MAIL SERVICE.

Agreement executed for

No.

Date

30.

9. 3. 16.

Colonial Secretary's Record No.

MINUTES.

Copy of Contract sent to Col Sec for record in his office, and one to Postmaster. 27.4.16

Registered Number of last Despatch.

18/16

No. next Despatch.

Reference to previous correspondence:—

Falkland Islands
9^o.30.

Secretary of State's
~~Governor's~~

Despatch No. 128 of 30 Nov 19



Downing Street,

9th March, 1916

Sir,

I have the honour to transmit to you

for your information,

the papers noted below on the subject of the interinsular mail service in the Falkland Islands.

I have the honour to be,

Sir,

Your most obedient, humble servant,

A. BONAR LAW.

The Officer Administering

the Government of
the Falkland Islands

Date.	Description.
26 Feb 1916	From the Brown Agents (with enclosure) (4 copies of enclosure)

ec.
Falklands 16

ENCLOSURE TO DESPATCH

No. 30 OF 9/3/16

9659

REC^d
REC^d 29 FEB 16



26th February 1916

Sir,

Referring to your letter No. 53316/1915 of the 30th of November, I have the honour to report that the Agreement providing for the inter-insular mail service in the Falkland Islands has now been executed, and that a Bond for £200 has been entered into by the Contractors, with two sureties, in accordance with the provisions of Clause 25 thereof. Copies of the agreement are enclosed herewith for the use of the Colonial Office and the Colonial Government.

2. I should add that the following further amendments in the draft agreement were made on representations from the Contractor's solicitors subsequently to the receipt of your letter under reference, after semi-official communication with your department:-

Clause 4. An addition at the end of the clause as follows:- "The above times and provisions are subject to conditions of weather force majeure and restraint of princes".

Clause 13. The wording of the particular part in question was left as originally drafted with the omission of the word "inevitable" before the word "collision", thus:- "Unless such loss or damage be caused or occasioned by act of God the King's enemies fire collision or perils or accidents of the seas."

Clause 18. An addition at the end of the clause in the following words:- "unless a substitute approved by the Governor is provided by the Contractors during the time the steamer is off contract."

The Under Secretary of State,
&c &c &c,
Colonial Office

Clause 24. The words "force majeure excepted" were deleted, and the following substituted "subject to the exceptions enumerated in paragraph "13 hereof".

3. With regard to Schedule A to the agreement, this was accepted on the understanding stipulated in your letter of the 30th of November and Messrs. Lowden & Co. said in their reply, "the new schedule rates between ports "specified by name in the old schedule do not, we believe, "in any case exceed the rates between those ports in the "old schedule."

I have the honour to be,

Sir,

Your obedient Servant,

(Sd) H. Martin

for Crown Agents

DUPLICATES
or
GOVERNMENT
ORIGINAL
STAMPED
WITH

Ten
shillings.



Five
shillings.

AGREEMENT made this seventeenth day of February One thousand nine hundred and sixteen

BETWEEN the undersigned Major Sir Maurice Alexander Cameron F.R.S.E. (late of His Majesty's Corps of Royal Engineers) one of the Crown Agents for the Colonies (hereinafter referred to as "the Crown Agents") acting for and on behalf of the Government of the Colony of the Falkland Islands and its Dependencies (hereinafter referred to as "the Government") of the one part and the FALKLAND ISLANDS TRANSPORT COMPANY LIMITED of Liverpool (hereinafter referred to as "the Contractors") of the other part.

WHEREAS the Government of the Colony of the Falkland Islands and its Dependencies is desirous of providing for inter-isular communication and service for the carriage of mails passengers and trade of and between the Falkland Islands and near adjacent Islands thereto AND whereas the Falkland Islands Transport Company Limited of Liverpool have offered to enter into a contract for the same

NOW these presents witness and it is hereby agreed and declared by and between the parties hereto as follows that is to say:

1. In

1. In this agreement the following expressions shall have the following meanings:

"The Colony" means the Colony of the Falkland Islands and its Dependencies.

"The Governor" means the Officer for the time being administering the Government of the Colony of the Falkland Islands and its Dependencies.

"The Postmaster" means the Postmaster of the Colony and includes any (or) his deputies or representatives.

"The Contractors" means the Falkland Islands Transport Company Limited of Liverpool.

"Steamer" means the Steamship "Falkland" now employed by the Contractors within the waters of the Colony and shall include any steamer substituted and accepted by the Governor for the same.

"Mails" means all postal matter parcel post and all articles and things which under regulations of the Post Office are transmissible by post.

2. Subject to the provisions of this Contract the Contractors shall during a period of five years dating from the First day of January One thousand nine hundred and fifteen (determinable nevertheless as hereinafter provided) and they do hereby undertake for the said period of five years to carry on and properly maintain to the satisfaction of the Governor an Inter-Insular Steamship service as herein stipulated and agreed upon.
3. The said service shall be performed by the steamer "Falkland" or (at the option of the Contractors) such other steamer of not less tonnage and with like space and accommodation properly found in all respects and manned with an efficient crew Master and Mate as may

be

be approved by the Governor on general particulars being cabled out to the Colony.

4. The Steamer shall leave Fort Stanley about once in every four weeks within seventy two hours after the scheduled date of arrival of the Royal Mail Steamer from England the exact date and hour of leaving to be notified to the Postmaster Stanley twenty four hours beforehand and shall call at Fox Bay. The steamer shall remain at Fox Bay at least three hours of daylight or at the discretion of the Master after landing the mails proceed on her voyage and return to Fox Bay within a period of five days on her return journey to Fort Stanley and remain three hours. Once in every three months at such times as may be agreed upon between the Governors and the Contractors the steamer shall include calls and reasonable stoppages at the following ports of call videlicet:

New Island
Port Stephens
Mill Cove and
West Point Island

The above times and provisions are subject to conditions of weather force majeure and restraint of prices.

5. In the event of any exceptional or special case of emergency arising the Governor may without any liability for compensation by order in writing to the Master detain the steamer for a period not exceeding twenty four hours beyond the time appointed for her departure from Fort Stanley.
6. Whenever required by the Governor during the continuance of this contract the Steamer shall call at the Sea Lion Islands one month's notice of such requirement to be given by the Governor except in cases of urgent necessity and shall convey thereto and land any person authorized by the Governor also the lighthouse Inspector and keeper and any of his staff their wives and families and all stores

stores and mails and shall convey to Fort Stanley any and all such persons at the completion of their inspection or otherwise and any return stores and mails as may be required by the Governor in full payment for which the Contractors shall receive the sum of Fifty pounds for each such completed call at the Sea Lion Islands.

The steamer shall not be required to remain for a longer period than twenty four hours at Sea Lion Islands between the first day of November and the thirty first day of March.

7. The steamer shall also call at such other place or places in the Colony as may from time to time be arranged the Contractors being at liberty to make their own arrangements in this respect.
8. The Contractors shall at all times receive and convey by the steamer at their own expense all mails which may at any time and from time to time during the continuance of this Contract be required by the Postmaster to be conveyed by the steamer between any and every of the ports of call and any and every place of call and shall deliver the same into the safe custody of the Postmaster or otherwise as may be directed and required.
9. The Contractors shall subject to the satisfaction of the Postmaster Stanley provide a convenient secure and proper place or places for the safe custody of all mails delivered to them by the Postmaster for conveyance and delivery to the Post Offices or otherwise at the several ports of call and places called at.
10. The Contractors shall provide a suitable boat manned and fully equipped for the embarkation and disembarkation of all mails and shall defray all charges for the taking on board and landing of the mails at the respective ports of call and places called at.
11. All mails carried under this Contract shall be carried from Post Office to Post Office or otherwise as they shall be addressed and the Contractors shall deliver all such mails into

the

the hands of the Postmaster or other person authorized by him and shall in like manner receive all mails so tendered for conveyance by the steamer.

12. All mails delivered to the Contractors by the Postmaster or authorized person and all mails conveyed and delivered by the Contractors to the Postmaster or authorized person shall be duly receipted for by the person receiving the same.
13. The Contractors shall be responsible for the loss or damage of all mails whilst under their charge (unless such loss or damage be caused or occasioned by act of God the King's enemies fire collision or perils or accidents of the sea and in the event of any such loss or damage (except as aforesaid) the Contractors shall be liable to pay to the Postmaster at Stanley in respect of each parcel or registered postal packet so lost or damaged (subject to the proviso hereinafter contained) such sum of money as shall be equal to the amount which may have been awarded and paid by the Postmaster at his sole option and discretion and although not under legal obligation) to the sender or addressee of such parcel or registered postal packet as compensation for the loss or damage thereof provided that such sum shall not in any case exceed one pound (£1) per parcel or two pounds (£2) per registered postal packet.
14. The Contractors shall not receive or permit to be received on board the steamer any letters for conveyance other than as His Majesty's mails and any letters delivered on board for conveyance by the Steamer shall be received by the Master of the steamer who shall include the same with the mails to be delivered to the Postmaster or other authorized person.
15. The Contractors shall have no lien whatsoever upon the mails for or in respect of a general average contribution.

16. The

16. The Contractors shall provide suitable accommodation to be subject to the approval of the Governor for carrying first and second class passengers with reasonable comfort. The rates of passage money to be charged shall not exceed the rates set forth in the Schedule "A" hereto annexed. Every passenger and his baggage shall be conveyed and taken on board and conveyed to the shore to the steamer and landed at his port of call or place of destination at the cost of the Contractors.

Every passenger shall be allowed to carry with his personal luggage not exceeding in the case of a first class passenger twenty cubic feet and in the case of a second class passenger ten cubic feet.

17. The Contractors shall provide passengers with meals on board the steamer at rates not exceeding those set forth in Schedule "B" hereto annexed.

18. In case of accident to the Steamer whilst employed under this contract rendering her unfit to carry on the service hereby agreed to be performed the Contractors shall with all due despatch notify the Governor accordingly and the service shall be resumed with all due speed immediately the repairs to the steamer are completed and she is again available.

During any period of discontinuance of the service herein contracted for no portion of the subsidy to be paid under this Contract shall accrue or be paid to the Contractors and no payment whatsoever shall be made by the Government of India unless a substitute approved by the Governor is provided by the Contractors during the time the steamer is off contract.

19. In case of the steamer becoming a total loss or a constructive total loss the Contractors shall within two months thereafter have the

the option of cancelling this agreement or alternately supplying a steamer to fulfil this contract. If the latter alternative is declared reasonable time as may be fixed by the Governor shall be allowed to enable a steamer to be procured by the Contractors to resume the service.

Failing either alternative the contract of service under this agreement becomes void and annulled.

20. The steamer employed under this contract shall be classed 100 A 1 Lloyd's. If such class is allowed to lapse her machinery boats tackle and apparel shall and may from time to time be inspected by any competent person or persons appointed by the Governor and if found deficient or defective the Contractors shall at their option either forthwith put such steamer into good order and repair at their own expense or substitute another steamer to be duly approved by the Governor.
21. The Contractors shall have the option of taking the steamer out of the service once in every two years for a period not exceeding five months for the purpose of sending her to Europe or elsewhere for alterations and necessary overhaul repairs. Such time to count in the period of five years but no payment of subsidy shall be made from the time the steamer is withdrawn from the service such latter time to count from the date of the steamer's last completed service to Port Stanley under this contract to the date on which the resumed service by the steamer is begun from Port Stanley. Not less than three months notice of such intended withdrawal of the steamer from the service shall be given to the Governor.
22. In consideration of the due and faithful performance by the Contractors of all services herein stipulated the Government shall pay to the Contractors so long as they perform the said services in the manner set forth and on the conditions herein specified an annual subsidy at the rate of nine hundred and sixty pounds (1960) for a period of five years from the first day of January One thousand nine hundred and fifteen by equal monthly payments to be made at the Colonial Treasury Stanley.

23. The Governor further agrees that no charge shall be made for the use by the steamer employed under this Contract of any Government wharf or landing for the purpose of embarking or landing mails passengers or cargo.
24. In the event subject to the exceptions enumerated in paragraph 13 hereof of any breach of this contract by the Contractors or failure on their part fully to carry out the terms stipulated and provisions thereof they shall be liable by way of liquidated damages and not as a penalty for every such breach or failure to pay the Government such a sum not exceeding five Pounds (£5) as the Governor shall determine and if such breach or failure shall continue to a further payment of a sum of five Pounds (£5) for every day during which such breach or failure may continue provided that such payments shall not at any one time exceed two hundred pounds (£200) in all and should there be a repetition of such breaches or failures or any breach or failure on the part of the Contractors of such serious nature as in the opinion of the Governor to render such a course desirable the Governor may by giving the Contractors notice in writing forthwith determine this Contract but without prejudice to the rights or remedies of the Government in respect of any antecedent breach of this Contract by the Contractors and nothing herein contained shall prevent the Government in the event of such breach or failure from making such other arrangements as to them shall seem fit for the dispatch and carriage of the said mails passengers and cargo by some other vessel or vessels and from bringing an action for damages against the Contractors instead of recovering liquidated damages under this article.
25. The Contractors shall forthwith enter into a bond with two securities to be approved by the Governor or the Crown Agents in the sum of Two hundred pounds for the due performance of this contract.

26. The

26. The Contractors shall not assign sublet cede or dispose of this Contract or the benefit thereof without the previous consent certified in writing of the Governor and in case of this Contract being assigned underlet or otherwise disposed of notwithstanding the Governor shall be at liberty to forthwith determine this Contract without payment of any compensation in respect of any such determination.
27. Either of the parties to this Agreement may at any time terminate this Contract by giving to the other party hereto twelve Calendar months notice in writing to that effect and shall not be bound to assign any reason therefor and upon expiration of such period from the date of the notice this Agreement shall become determined subject nevertheless to the provisions of the next succeeding Clause hereof and without prejudice to the rights and remedies of either party in respect of any antecedent breach of any of the terms of this Contract.
28. If the said period of five years shall expire or this Contract be otherwise determined while any of the mails for the receipt safe custody and delivery whereof the Contractors are under this contract responsible shall be in the custody of the Contractors or any person in the employ of the Contractors the Contractors shall after the expiration or determination of the said period of five years remain liable for the safe custody and due delivery of the said mails until the same shall be duly delivered without any charge to the Postmaster to whom such mails would have been deliverable if this Contract had not been determined.
29. Any question arising under this Contract shall be submitted to the Governor for his decision. If the decision of the Governor shall not be acceptable to the Contractors an appeal to His Majesty's Principal Secretary of State for the Colonies shall lie and his decision shall be accepted as final.

30. Nothing

30. Nothing in this Agreement shall be deemed to or shall impose any personal liability on the Governor or the Crown Agents or any of them or on any member or officer of the Government.

AS WITNESS the hand of the said Sir Maurice Alexander Cameron one of the Crown Agents for the Colonies and the Common Seal of the Falkland Islands Transport Company Limited the day and year first above written.

Witness to the signature of the
said Sir Maurice Alexander Cameron.

The Common Seal of the Falkland Islands)
Transport Company Limited was herewith)
affixed in the presence of)

(sd) W. Lowden & Co.

Managers.

Seal of the
Falkland Islands
Transport Company
Limited

SCHEDULE

Beaver Is:
 Bleaker Is:
 Brenton Loch
 Carcass Is:
 Chartres
 Darwin
 Douglas Station
 Dunnose Head (Stn)
 Fitzroy (Grant)
 Fitzroy (Robson)
 Fox Bay
 George Is:
 Great Is:
 Harriet Port
 Hill Cove
 Horseshoe Bay
 Howard Fort
 Johnson Harbour
 Keppel Is:
 Lively Is:
 Lewis Fort
 New Island
 North Arm
 Pebble Is:
 Pleasant Port
 Rincors Grande
 Roy Cove
 Salvador
 San Carlos N
 San Carlos S
 Saunders Is:
 Sea Lion Is:
 Speedwell Is:
 Spring Point
 Stanley
 Stephens Port
 Seal Inlet
 Walker Creek
 Widdell Is:
 West Point Is:

West Point Isld.
 Widdell Island
 Walker Creek
 Seal Inlet
 Stephens Port
 Stanley
 Spring Point
 Speedwell Isld.
 Sea Lion Isld.
 Saunders Island
 San Carlos N.
 San Carlos S.
 Salvador
 Roy Cove
 Rincors Grande
 Pleasant Port
 Pebble Island
 North Arm
 New Island
 Lewis Fort
 Lively Is.
 Keppel Is.
 Johnson's Hbr.
 Howard Fort
 Horseshoe Bay
 Hill Cove
 Harriet Port
 Great Island
 George Island
 Fox Bay
 Fitzroy (Robson)
 Fitzroy (Grant)
 Dunnose Head (Stn)
 Douglas Station
 Darwin
 Chartres
 Carcass Is.
 Brenton Loch
 Bleaker Is.
 Beaver Is.

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z

SCHEDULE "P"

Scale of charges on board Contract Steamer.

For	<u>Breakfast.</u>	<u>Dinner</u>	<u>Tea</u>	<u>Supper</u>
1st class	2/-	3/-	1/-	3/-
2nd class	1/6	2/-	6d.	1/6

or per diem.

1st class	6/-	} Per breakfast, dinner } tea and supper.
2nd class	4/6	

Falkland Islands Transport Co. Ltd.

(Ed) W. Lowden & Co.

Managers