



# Commonwealth of Australia Gazette.

PUBLISHED BY AUTHORITY.

No. 60.]

TUESDAY, 19 NOVEMBER.

[1901.

The Parliament of the Commonwealth.

ACT OF PARLIAMENT ASSENTED TO.

IT is hereby notified for general information that His Excellency the Governor-General has, in the name and on behalf of His Majesty, assented, at the date specified, to the undermentioned Act passed by the Senate and House of Representatives in Parliament assembled, viz. :—

No. 12, 1901.—“*An Act relating to the Postal and Telegraphic Services of the Commonwealth.*”—(Assented to 16th November, 1901.)

E. G. BLACKMORE,  
Clerk of the Parliaments.

Office of the Senate,  
Melbourne, 19th November, 1901.

Commonwealth of Australia.  
Department of Defence,  
18th November, 1901.

NOTICE OF TARGET PRACTICE.

TARGET Practice will be carried on by the Hastings 40-Pr. Battery between the hours of 2 p.m. and 6 p.m. on Saturday, the 7th December, 1901.  
One hour before, and during practice, a red flag will be hoisted from the Gun-shed, Hastings.

General direction ... .. E.S.E.

In accordance with the provisions of an Order in Council of the State of Victoria, dated 10th March, 1887, all ships and boats should be kept at a distance of, at least, 1 mile to the right, or 800 yards to the left, of the line of fire, for a distance of 6,000 yards from the battery.

J. C. HOAD, Colonel,  
Assistant Adjutant-General,  
For Major-General,  
Commanding Victorian Military Forces.

Commonwealth of Australia.  
Postmaster-General's Department,  
16th November, 1901.

NEW SOUTH WALES.

THE following particulars of a contract entered into for the conveyance of Post-office mails, in the State of New South Wales, as from the 1st September last, are published for general information.

JAMES G. DRAKE,  
Postmaster-General.

No.	Contractor's		Postal Line.	Approx. Distance in Miles.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor.	Date of termination of Contract.
	Name.	Address.						
375*	Joseph Bunyan	Merrowie Creek, <i>via</i> Merrowie	SOUTHERN ROAD. Merrowie (on the Booligal-Ivanhoe mail line) and Weonga, <i>via</i> Glenroy, Daisy Plains, Ravensfield, St. Andrew's, and Freshwater	47	No. of times per week. One ...	One-horse sulky	£ s. d. 40 0 0	31st Aug., 1902

\* In lieu of No. 375, Southern Roads, in printed list of contracts dated the 26th February, 1901.

Commonwealth of Australia.

Postmaster-General's Department,

15th November, 1901.

VICTORIA.

## CONTRACTS ACCEPTED.—(Series 1899-1902.)

No. of Contract.	No. of Service.	Particulars of each Tender, and Amount recommended for Acceptance.	Amount per Annum.	Name.	Charged against Vote or Fund.
1171	888	<b>POST OFFICE—</b> To and from Post Office and Railway Station, Maffra, as often as required, from 2nd October, 1901, to the 30th June, 1902, at the rate of £7 10s. per annum. (In lieu of contract No. 1103, in the name of R. Sweetnam, at the rate of £7 10s. per annum, cancelled from 2nd October, 1901)	£ s. d. 7 10 0	S. H. Wenlock ...	} Conveyance of Inland Mails, 1899-1902.
1172	854	To and from Wodonga and Leneva West, <i>via</i> Leneva, three days a week, from 1st November, 1901, to the 30th June, 1902, at the rate of £18 per annum	18 0 0	Chas. G. Gordon ...	
1173	431	Addition to Contract No. 407, for increased frequency between Runnymede and Runnymede East, from two to three days a week, from 23rd October, 1901, at the rate of £4 4s. 6d. per annum	4 4 6	Margt. Maloney ...	
1174	887	To and from Laver's Hill and Colac Tree, two days a week, from 22nd October, 1901, to 30th June, 1902, at the rate of £13 per annum	13 0 0	Jas. Henderson ...	
1175	759	Addition to Contract No. 675, for conveyance of mails between Colac and Alvie from 16th July, 1901, to 30th June, 1902, at the rate of £24 per annum	24 0 0	Thos. McCaffery ...	
CONTRACT ACCEPTED.—(Series 1901-2.)					
21	—	Supply and delivery of One hundred and thirty telegraph poles at Geelong, Colac, Winchelsea, Queenscliff, and Drysdale. Deposit, £7	Amount. 65 0 0	Chas. Dowling ...	Telegraph Lines, 1901-2.

JAMES G. DRAKE,  
Postmaster-General.

Commonwealth of Australia.

Department of the Treasury,

18th November, 1901.

## CONTRACTS ACCEPTED.

No. of Contract.	Particulars of each Tender and Amount recommended for Acceptance.	Amount.	Name for Approval.	Charged against Vote or Fund.	Authority.
3	<b>FEDERAL PARLIAMENT HOUSE—</b> Subdividing Press-room in basement (first and final payment)	£ s. d. 124 10 0	Bennett and Son ...	Div. 7/1, Electric Lighting, Repairs, &c. Item—Repairs, painting, &c.	Approved by the Right Hon. the Prime Minister.

G. T. ALLEN,  
Secretary to the Treasury.

Commonwealth of Australia.

Postmaster-General's Department,  
18th November, 1901.

NEW SOUTH WALES.

CONVEYANCE OF MAILS.

**C**ONVEYANCE being required for the Post-office Mails, either by vehicle or on horseback, to and from the under-mentioned places, for one, two, or three years from the 1st January, 1902 (with the exception of those lines for which a special term is named), persons willing to contract for the same are invited to transmit tenders in the approved form to the office of the Deputy Postmaster-General, Sydney, before Noon on Monday, the 2nd proximo.

Every tender must state the names in full and the residences or business addresses and the occupations of the tenderer, and of two respectable and responsible persons willing to join with the tenderer in a bond in a form approved by the Postmaster-General, guaranteeing the safety of the mails and the due performance of the contract, the penal sum in which bond will be double the annual amount payable under the contract. Tenderers are requested, if possible, to state the name and address of some person or firm in Sydney, to whom notices in connexion with the tender or contract may be sent.

Tenderers must send in a separate tender for each line, as numbered in this advertisement.

Tenderers must in each case state *how they propose to carry mails, and must furnish a description of the kind of vehicle (where such mode of conveyance is intended) which they propose to use; preference will, however, be given to tenders to convey mails by wheeled vehicle licensed to carry passengers.*

Every tender must be signed by the tenderer and sureties, and attested by a magistrate or postmaster.

The Postmaster-General does not bind himself to accept the lowest or any tender.

Tenders must be addressed to the Deputy Postmaster-General, Sydney, and indorsed "*Tender for Conveyance of Mails.*"

On every tender there must be indorsed a certificate by a magistrate that the tenderer and his sureties are respectable and responsible persons.

All tenders which do not comply with the foregoing conditions, or are not received before the time specified, will be liable to be rejected as informal.

The stamp duties imposed by law upon the bond and accepted tender (*viz.*, £1 and 1s.) must be paid by the successful tenderer.

Each successful tenderer for the mail services numbered—

Southern Road—5;

Northern Road—12;

must, *within seven days* after the acceptance of his tender, deposit with the Cashier, General Post-office, Sydney, a sum equal to 10 per centum of the annual amount which will become payable to him under his tender, such deposit to be in the form of a cheque, indorsed by the manager of the bank upon which it is drawn, or a bank draft, made payable to the Cashier, General Post-office. Unless such deposit shall be made as aforesaid, the Postmaster-General shall be at liberty to cancel his acceptance of the tender. The amount deposited shall be absolutely forfeited to the Government in case the person whose tender shall be accepted and his sureties shall fail to complete the bond stipulated for within thirty days from the date of notice of the acceptance of his tender, and such acceptance may be thereupon cancelled.

The sum deposited by the successful tenderer in each case will be returned after he shall have performed the service for one calendar month, to the satisfaction of the Postmaster-General.

Unless the Contractor and his sureties sign the bond within twenty-one days after a notice signed by the Deputy Postmaster-General requesting them so to do shall have been posted to the Contractor, the Postmaster-General may cancel the acceptance of the tender.

The present hours of starting from each post-office or stage, and other particulars, may be ascertained at the General Post-office, Sydney, where parties proposing to tender are invited to seek information.

Printed forms of tender may be obtained on application at the General Post-office, Sydney, and other post-offices throughout the State, and persons tendering are requested to fill up such forms with great care.

THE FOLLOWING ARE THE GENERAL CONDITIONS TO BE OBSERVED BY CONTRACTORS AND REFERRED TO IN THE FORM OF TENDER:—

1. In these conditions "Mails" shall be deemed to include letters, books, packets, post-cards, letter-cards, parcels, newspapers, and other articles intended for transmission by post, whether loose or enclosed in bags, baskets, or other receptacles.

2. The Contractor will be required to find and provide good, substantial, and sufficient carriages; horses with harness, saddles, bridles, and other necessary accoutrements; boats or other appliances, for crossing mails over flooded rivers or creeks, and honest, careful, and steady drivers and postmen of certified good conduct. Contractors are not expected to work their drivers for more than 8 hours a day on the average. All horses travelling in front of a mail conveyance must be properly harnessed, and used for the purpose of drawing such conveyance only. In every case where wheeled vehicles are used, breeching must be provided for the wheel horse or horses, if the Postmaster-General shall so require.

3. If at any time during the continuance of the contract it shall be possible to forward the mails by railway by direct route or otherwise, and whether for the whole or part of the distance contracted for, the Postmaster-General may, by giving one calendar month's notice in writing to the Contractor, either determine the contract or permit the services contracted for to be carried out for the residue only of the line contracted for, and in the latter case may deduct from the moneys to be paid to the Contractor the sum of £12 per mile per annum, or such other sum as may be charged by or payable to the Railway Commissioners for the carriage of the mails over such portion of the railways as the same shall be carried over.

4. If it be determined, during the currency of a contract for carrying mails to and from a railway station and post-office, to remove the post-office to the railway station, the contract may be discontinued on one month's notice being given to the Contractor by the Postmaster-General.

5. The Postmaster-General may, at any time during the continuance of the contract, re-arrange or increase or reduce the frequency or change the routes of the services to be performed thereunder; and if the distance to be travelled or the frequency be increased or reduced, a proportionate increase or reduction, as the case may require, shall be made in the amounts to be paid under the contract, computed upon the basis of the mileage rate of the contract. The Postmaster-General may, however, contract or agree with any person other than the Contractor for any increase in the frequency of such services; and the Contractor shall have no right to demand that any such increased frequency shall be carried out by him.

6. In the event of any change being made in the service contracted for, either in the manner indicated in the preceding clause or with the concurrence of the Contractor, the Postmaster-General may require a fresh bond to be executed by the Contractor and his original sureties, or such other sureties as may be proposed by him and duly certified to by a magistrate as being respectable and responsible persons, and the stamp duty on such bond shall be payable by the Contractor.

7. In carrying out the services contracted for, the Contractor must call at the sites of the various post and receiving offices now or hereafter to be established by the Postal and Electric Telegraph Department on the line contracted for, and must travel direct to the door of the office before stopping at any other place whatsoever in any township or place where the office is situated. When the contract is for the conveyance of mails either to and from a post or receiving office situated at a railway station or platform, or to and from a railway station or platform, the Contractor must receive and deliver the mails either at such post or receiving office, or at the door of the mail van, or the railway guard's van, or at both post or receiving office, and the van, as may be required by the Postmaster-General.

8. The Contractor must provide himself with a horn, which he must sound to give notice of the approach of the mail to the different stations.

9. The Contractor shall not be entitled to claim any extra payment on account of the removal of any post or receiving office during his contract, unless such removal shall increase the distance to be travelled by such Contractor on any one day to the extent of one mile.

10. In cases where more than one mode of conveyance is specified in the tender, the Postmaster-General may from time to time direct that the mode of conveyance then in use shall be changed to another of the modes specified in the tender.

11. All horses used in the conveyance of the mails will be subject to the inspection and will be liable to the approval or rejection of the Postmaster-General.

12. Postal Inspectors and Mail Guards must be carried without charge whenever they demand a seat.

13. The Mails are to be despatched from any post-office on the days and at the hours to be fixed by the Postmaster-General, either according to the present arrangement or as he may afterwards determine; and every Contractor will be bound to travel at the rate of 8 miles an hour, including all stoppages, if required to do so.

14. A fine of 5s. for every five minutes delay after the specified time of starting, and a like penalty for every ten minutes delay

after the specified time of arrival, except for the first five or ten minutes respectively, will be imposed by the Postmaster-General, unless he shall be satisfied that the obstacles were insuperable.

15. A fine not exceeding £5 may be imposed by the Postmaster-General for any other breach of contract.

16. In all instances the usual mail road or route between the places mentioned is to be travelled; and where no mail has previously run, the route specified by the Contractor in his tender, or if none is specified, such route as shall be approved by the Postmaster-General must be pursued. In times of flood, when the usual route is impassable, the mails must be conveyed by whatever route the Postmaster-General may direct.

17. Should a Contractor loiter on the road, or wilfully mispend or lose time, so as to retard the arrival of the mail at its proper destination, he is liable, under the 66th section of the *Postage Act 1867*, to a penalty of £50, in addition to any fine that may be imposed under these conditions.

18. No excuse for delay in carrying mails will be entertained, nor shall anything whatever exonerate the Contractor from liability to the fines hereinbefore imposed. But on production to the Postmaster-General of certificates or statutory declarations by persons of known respectability or other sufficient evidence, showing that the delay in any case was attributable to causes or events which could not have been anticipated or provided against, the Postmaster-General may remit the fines or a part thereof. And it must be clearly understood that in every case the passengers must be a secondary consideration to the mails; and that Postal Inspectors, Country Postmasters, and Mail Guards have instructions to see that this rule is observed.

19. The Contractor shall carry all mails delivered to him under the authority of the Postmaster-General, or of any of the Postmasters, and shall provide secure lockers for the mails in carriages, waterproof coverings for the mails on horseback, and leather pouches for loose articles.

20. The Contractor or Mailman conveying mails on horseback will not be allowed to carry newspapers or parcels in addition to the mails, without special authority.

21. The Contractor shall convey mails from or to any place on the road beyond a mile from the post-office, and shall deface all postage stamps on loose articles which he receives and delivers without passing through a post-office; but he is bound to refuse to carry, and to prevent any of his servants or passengers from carrying, any letter or packet to the prejudice of the Post-office revenue, under a penalty of £5 for each offence. Unpaid letters and those prepaid less than twopence (or less than one penny where the 1d. per ½-oz. rate is in operation) received by the Contractor *en route* for transmission by post must be posted at the next post-office at which he arrives, whence they will be despatched to destination charged with double the amount of the unpaid or deficient postage, to be collected on delivery. For the guidance of the Postmaster at the office of posting, such letters should bear an indorsement by the Contractor, indicating the particular point on the road at which they were received.

22. The Contractor must be careful to make proper arrangements, in all cases, to insure the immediate closing of each gate he may pass through. (For any breach of this condition, or for any injury to a public gate, a penalty of £5 is recoverable under the Public Gates Act of 1875.)

23. The Contractor will be required to complete all journeys appointed to commence on, or immediately before, the date of termination of his contract, and he must duly receive and deliver all mails at the various post and receiving offices and places *en route*.

24. The Contractor will not be allowed to assign or sublet any portion of his contract without the consent in writing of the Postmaster-General. For any breach of these conditions the Contractor will be liable to a fine of £100.

25. The Contractor will be answerable for any neglect on the part of his agents, mailmen, and servants, and for any breach of contract committed by them.

26. In case the Contractor shall fail to perform the contract according to the terms thereof, or shall commit any breach of any one or more of these conditions, or shall become bankrupt or make any assignment of his estate in trust for creditors, or make any arrangement or composition with his creditors, the Postmaster-General may, by notice in writing to the Contractor, cancel the contract; and thereupon the contract shall be cancelled, and all moneys then due thereunder shall be forfeited without prejudice nevertheless to the rights to any fines and all rights of action and other remedies which the Postmaster-General may have in respect of any breach of the contract.

27. In the event of the death, conviction, or bankruptcy of a surety, the Contractor will be required to name another surety, who must be duly certified to by a magistrate in the prescribed form. The Contractor and both sureties must then execute a fresh bond, the stamp duty on which will be chargeable against the Contractor.

28. All fines and penalties incurred may be deducted by the Postmaster-General from the quarterly instalments falling due to the Contractor or may be recovered by action at law, and must be considered as over and above any penalties provided by any Act of Council or Parliament.

29. Any notice to be given to the Contractor under the contract may be given by delivering the same by letter through the post at or to the address of the Contractor mentioned in the bond.

#### WESTERN ROADS.

1. To and from Burruga, Isabella, and Arkstone, once a week.
2. To and from Bathurst, Esrom, Dunkeld, and Evans' Plains, six times a week.
3. To and from Bathurst, Esrom, Eglinton, and Freemantle, by present route, twice a week; and
4. To and from Esrom and Eglinton, twice a day, except on Wednesdays and Saturdays; or
5. To and from Eglinton and Freemantle, by present route, twice a week; and
6. To and from Esrom and Eglinton, twice a day.

7. To and from Wellington, Finger Post, Suntop, and Arthurville, twice a week.

8. To and from Tarcoon and Beemery, *via* Charlton and Tarcoon Stations, once a week.

9. To and from Eglinton, Duranana, and Millamurra, once a week.

#### SOUTHERN ROADS.

1. To and from Queanbeyan, Tuggranong, and Tharwa, *via* Lanyon, three or six times a week, as required.

2. To and from Bombala and Mila, *via* Round Hill Gate, the Public School, Rosemeath, and Maharatta Head Station, or by the main road, as required, three times a week, by sulky, one horse.

3. To and from Rye Park and Rugby *via* Frost's Farm and main road, once or twice a week, as required.

4. To and from Yass and Good Hope, *via* Spring Creek, twice a week.

5. To and from Hay, Maude, Oxley, and Balranald, three times a week.

#### NORTHERN ROADS.

1. To and from Railway Station and Post-office, Boggabri, twice or oftener daily.

2. To and from Pilliga, Bugilbone, and Yarraldool, *via* Bugilbone Station, O'Mullane's, Balgarnie's, and Moffat's, twice a week; and to and from Pilliga, Bugilbone, and New Cryan, *via* Bugilbone Station, O'Mullane's, Yarraldool Station, Murray's, Marshall's, Moffat's, Balgarnie's, Forest's, Magner's, Holcombe's, Rutley's, and Athawe's, once a week.

3. To and from Carroll, Mountain View, and Manilla, *via* Turner's, Swain's, Fitzgerald's, Gunnembene Public School, Talcumbah Station, Keepit Station, O'Brien's, Rosemount, P. Brady's, Woodlands, Dowe's Hawarden School, Melville's, Rodd's, and Durham Court (Contractor to travel *via* Wonga Creek School and A. Gardiner's on the journey from Carroll to Manilla), three times a week, for two years only.

4. To and from Guyra and Abington, *via* B. G. Dawson's, Hillsborough, Baldersleigh, East Lynne, Hardwood, The bridge track to Abington Creek, Needlewood, Avenue Flat, and Koala, once a week (tenderers to specify a price for an extra mail a week if required); or

5. To and from Guyra and Koala, *via* B. G. Dawson's Hillsborough, Baldersleigh, East Lynne, Hardwood, the bridge track to Abington Creek, Needlewood, and Avenue Flat, once a week (tenderers to specify a price for an extra mail a week, if required).

6. From Armidale to Puddledock, *via* J. Ryan's Pinch Flat, returning from Puddledock to Armidale, *via* Donald W. Hiscock's, Thomas Porter's, Jas. Porter's, and Cooper's, twice a week.

\*7. To and from Kelly's Gully Railway Station and Warialda, once or oftener daily, on three or six days a week, as required.

\*8. To and from Reedy Creek Railway Siding and Myall Creek, two or three times a week, as required.

\*9. To and from Mount Russell Railway Station and Little Plain, three times a week (tenderers to specify a price for a twice a week service).

\*10. To and from Greenwood Railway Station, Rob Roy, and Gum Flat three times a week (tenderers to specify a price for a twice a week service).

11. From Curlewis to Wondoba, *via* Rugby, Digby, Fryor's, and Elsley's, returning to Curlewis, *via* Doel's, Calala, The Cedars, Lochiel, Bartlett's, and the road past the settlers along the railway line, three times a week, by one-horse conveyance (tenderers to specify a price for a service from Wondoba to Griffith's, Duff's, and Gilham's, returning to Wondoba, *via* Dunberry Saw Mill and Nowlan's, once or twice a week, on horseback).

12. To and from South Grafton, Glenreagh, Nana Glen, Coramba, Karangi, and Coff's Harbour, twice a week; with branch mails to and from Kangaroo Creek, Upper Kangaroo Creek, and Maxwell's Homestead, twice a week; to and from Lower Bucca, Bucca Bucca, and G. Hardacre's, twice a week; and to and from Upper Orara, twice a week, for one year only.

13. To and from Pekolbin, Rothbury, and Allandale, *via* Capp's and Holmes' (when Black Creek is uncrossable Contractor to travel *via* the Allandale-Cessnock Road), six times a week.

\* For period from 1st January, 1902, or thereafter on the date of opening of the railway between Moree and Inverell, to the 31st December, 1902.

JAMES G. DRAKE,  
Postmaster-General.

No. 71. Commonwealth of Australia.  
Postmaster-General's Department.  
8th November, 1901.

#### NEW SOUTH WALES.

**H**IS Excellency the Governor-General in and over the Commonwealth of Australia, by and with the advice of the Executive Council thereof, has approved that in accordance with the provisions of the Public Service Act of New South Wales the appointments of Robert G. Wood and John W. Thompson, telegraph messengers on probation, General Post Office, Sydney, be annulled.

JAMES G. DRAKE,  
Postmaster-General.