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[Despatch Abstract.]

~~Summary of~~
Immigration

Recording certain letters
forwarding copies of the Articles
of agreement relating to a
subsiding service of
steamers between Negapatam
and the Straits Settlements.

Articles of Agreement

made the 27th day of May, 1890, between AUGUST HUTTENBACH, LUDWIG HUTTENBACH and ALFRED LIEBERT, of Penang, Merchants, carrying on business under the style or firm of HUTTENBACH, LIEBERT AND COMPANY (hereinafter called "the Contractors") of the one part, and His Excellency Sir JOHN FREDERICK DICKSON, K.C.M.G., Acting Governor and Commander-in-Chief of the Colony of the Straits Settlements (hereinafter called "the Governor") of the other part. WHEREBY IT IS AGREED by and between the parties hereto as follows, that is to say:—

1. During the period of two years commencing from the 1st day of June, 1890, the Contractors will run and maintain at least two steamers to run between Negapatam and Penang and Singapore in the manner and subject to the conditions hereinafter more particularly mentioned.

2. During the same period the Contractors will run from Penang to Singapore by way of the Coast Ports lying between Penang and Singapore, at least one coasting steamer in the manner and subject to the conditions hereinafter more particularly mentioned.

3. The Contractors will carry by the said line of steamers all natives of India who may offer themselves as passengers for Penang, Singapore, and the Coast Ports referred to in the second clause hereof whether such persons be under contract statute or not, provided that:—(1) every such person shall come within the description of an artisan, mechanic, or labourer employed or to be employed in agriculture, road-making, or mining operations, and the wives and children of the same; and (2) every such person shall have been passed at Negapatam by the officer employed by the Government of the Straits Settlements for that purpose.

4. Two of the steamers running on the line mentioned in clause 1 hereof shall be of at least 2,000 tons gross measurement, and shall carry an Apothecary who shall have been approved of by the Government of the Straits Settlements, and such medicines and instruments as the said Government may from time to time direct.

5. The steamers shall leave Negapatam once a fortnight and complete the voyage to Penang (the Act of God, the Queen's Enemies, Restraint of Rulers or Princes and Pirates excepted) in 5½ days. The said steamers to be allowed a few days for docking once in every four months, but if such docking or other repairs takes longer than one week, the Contractors to substitute another steamer.

6. The coasting steamer mentioned in the second clause hereof shall run once a fortnight in conjunction with the steamers mentioned in the first clause hereof, and shall leave Penang as soon as possible after the arrival of each such fortnightly steamer from Negapatam.

7. The said coasting steamer or steamers shall touch at the following ports, that is to say:—(1) Port Weld; (2) Pangkor or Lumut; (3) Telok Anson; (4) Klang; (5) Port Dickson; and (6) Malacca, or in such a manner as shall be eventually agreed.

8. Good accommodation shall be provided in the said coasting steamer for not less than four 1st class European passengers.

9. On arrival at Penang of the fortnightly steamer from Negapatam, immigrants for any of the ports mentioned in the seventh clause hereof shall be transferred direct from one steamer to the other, but all immigrants provided with through-tickets for Coast Ports wishing to break their journey at Penang must give up their tickets to the Contractors which will then be void.

10. The Contractors shall be entitled to charge for every adult passenger conveyed by them under the provisions of the third clause hereof, rates of passage money not exceeding the following, that is to say:—

From Negapatam to Penang and the Coast Ports named	
in the 7th clause hereof, ...	Rs 8
From Negapatam to Singapore, ...	Rs 11

and for all other deck passengers the rate shall not be above Rs 10 from Negapatam to Penang for adults, and Rs 13 from Negapatam to Singapore for adults.

Children under the age of three years being carried free, and those under twelve years at half rates; the passengers to be supplied without further charge with fuel for cooking and fresh water.

11. All the said steamers shall sail under the British flag.

12. On the requisition of the Colonial Secretary or of the Resident Councillor of Penang or Malacca, or of the Government of any of the Protected Native States, all the steamers shall carry any officer of the Indian Immigration Department on duty free of charge between any of the ports named.

13. During the subsistence of this Contract no other line of steamers shall be subsidized by the Government of the Straits Settlements or by the Protected Native States in connection with emigration from any of the ports in the Madras Presidency.

14. During the period of two years mentioned in the first clause hereof, the Government of the Straits Settlements will pay to the Contractors an annual subsidy of Dollars thirty thousand (\$30,000) payable in monthly instalments of Dollars two thousand five hundred (\$2,500). Each instalment to be paid in Singapore on or before the last day of the month for which it is payable.

15. If and so often as the said steamer from Negapatam shall not arrive at Penang within two days of the time fixed in the 5th clause hereof, the Contractors shall pay to the Governor the sum of Dollars two hundred and fifty (\$250) per day for every day or part of a day which shall elapse from the expiration of such two days and until the arrival of the steamer which shall be overdue.

16. If the Contractors shall become bankrupt or fail to pay such sum or sums of money as become due under the 15th clause hereof within twenty-four hours after the same shall have been demanded by the Governor, or if the Contractors shall in any other respect unduly or wilfully fail in the due performance of this agreement, the Governor may determine this agreement by a notice in writing under the hand of the Colonial Secretary, and this agreement shall thereupon be determined and no compensation shall be payable to the Contractors.

17. Subject and without prejudice to the power given to the Governor by the last preceding clause of these presents, whenever any doubt, difference, or dispute shall hereafter arise between the Contractors and the Governor touching or concerning this agreement or the construction hereof, or touching or concerning the due performance of this agreement by the Contractors, or touching or concerning any other thing in anywise relating to the agreement or the rights, duties or liabilities of the Contractors or the Governor in connection therewith, every such doubt, difference, or dispute shall be referred to two arbitrators or their umpire, pursuant to, and so as, with regard to the mode and consequence of the reference and in all other respects, to conform to the provisions in that behalf contained in the Imperial Act known as "The Common Law Procedure Act 1854," or any then subsisting statutory modification thereof which shall be deemed to form part of and be comprised in these presents. This agreement may also be filed under the provisions of section 456 of "The Civil Procedure Ordinance 1878."

18. Whenever the expression "the Contractors" is used in this agreement, the same shall include the Contractors and their respective executors and administrators, and whenever the expression "The Governor" is used, the same shall include the Governor and his successors in office.

19. The Governor may order a further medical inspection of all immigrants arriving at Penang by the said steamers from Negapatam, which inspection shall take place in the Indian Immigration Depôt at Penang immediately on arrival, and if on such medical examination any such immigrants are found unfit for the ordinary labour of a healthy person, the Contractors shall provide them with passage tickets to Negapatam free of charge.

20. Should the Contractors run more than one steamer a fortnight from Penang to the Coast Ports mentioned in clause 7 hereof, then each individual steamer need not call at all the ports each voyage, provided that all ports are touched at at least once every fortnight, and that the passengers for all Coast Ports are always transhipped at Penang to the coasting steamer immediately on their arrival from Negapatam, provided moreover, that one steamer shall make the voyage once in every fortnight from Singapore to Penang and *vice versa* by the Coast Ports of Pangkor, Telok Anson, Klang, Port Dickson, and Malacca.

21. All the steamers running under this agreement shall have the status and privileges of mail steamers.

22. This agreement shall in the first instance be binding on the Contractors as principals, but if within six months after the date of this agreement the Contractors shall procure the adoption of the same to the satisfaction of the Governor by the British India Steam Navigation Company or the Netherlands India Steam Navigation Company (if running under the British flag) so as to bind one or other of the said Companies or the Trustees to be appointed by either or both of the said Companies, as principals, then this agreement shall cease to be binding on the Contractors as principals and shall be binding on them only as Agents for such Company or Companies.

IN WITNESS whereof the said Contractors and the said Governor have hereunto set their hands and seals the day and year below mentioned at Penang and Singapore respectively.

On the 27th day of May, 1890, at Penang.

Signed and sealed by AUGUST HUTTENBACH	}	A. HUTTENBACH. [L. S.]
in the presence of FRED. AERIA. E. ANDERSON.		

Signed and sealed by LUDWIG HUTTENBACH	}	L. HUTTENBACH, [L. S.] by his Attorney A. HUTTENBACH.
by his Attorney A. HUTTENBACH in the presence of FRED. AERIA. E. ANDERSON.		

Signed and sealed by ALFRED LIEBERT by	}	A. LIEBERT, [L. S.] by his Attorney A. HUTTENBACH.
his Attorney A. HUTTENBACH in the presence of FRED. AERIA. E. ANDERSON.		

On the 31st day of May, 1890, at Singapore.

Signed and sealed by the said Governor in	}	J. F. DICKSON. [L. S.]
the presence of A. P. TALBOT, Acting Colonial Secretary, S.S.		

Articles of Agreement

made the 27th day of May, 1890, between AUGUST HUTTENBACH, LUDWIG HUTTENBACH and ALFRED LIEBERT, of Penang, Merchants, carrying on business under the style or firm of HUTTENBACH, LIEBERT AND COMPANY (hereinafter called "the Contractors") of the one part, and His Excellency Sir JOHN FREDERICK DICKSON, K.C.M.G., Acting Governor and Commander-in-Chief of the Colony of the Straits Settlements (hereinafter called "the Governor") of the other part. WHEREBY IT IS AGREED by and between the parties hereto as follows, that is to say:—

1. During the period of two years commencing from the 1st day of June, 1890, the Contractors will run and maintain at least two steamers to run between Negapatam and Penang and Singapore in the manner and subject to the conditions hereinafter more particularly mentioned.
2. During the same period the Contractors will run from Penang to Singapore by way of the Coast Ports lying between Penang and Singapore, at least one coasting steamer in the manner and subject to the conditions hereinafter more particularly mentioned.
3. The Contractors will carry by the said line of steamers all natives of India who may offer themselves as passengers for Penang, Singapore, and the Coast Ports referred to in the second clause hereof whether such persons be under contract statute or not, provided that:—(1) every such person shall come within the description of an artisan, mechanic, or labourer employed or to be employed in agriculture, road-making, or mining operations, and the wives and children of the same; and (2) every such person shall have been passed at Negapatam by the officer employed by the Government of the Straits Settlements for that purpose.
4. Two of the steamers running on the line mentioned in clause 1 hereof shall be of at least 2,000 tons gross measurement, and shall carry an Apothecary who shall have been approved of by the Government of the Straits Settlements, and such medicines and instruments as the said Government may from time to time direct.
5. The steamers shall leave Negapatam once a fortnight and complete the voyage to Penang (the Act of God, the Queen's Enemies, Restraint of Rulers or Princes and Pirates excepted) in 5½ days. The said steamers to be allowed a few days for docking once in every four months, but if such docking or other repairs takes longer than one week, the Contractors to substitute another steamer.
6. The coasting steamer mentioned in the second clause hereof shall run once a fortnight in conjunction with the steamers mentioned in the first clause hereof, and shall leave Penang as soon as possible after the arrival of each such fortnightly steamers from Negapatam.
7. The said coasting steamer or steamers shall touch at the following ports, that is to say:—(1) Port Weld; (2) Pangkor or Lumut; (3) Telok Anson; (4) Klang; (5) Port Dickson; and (6) Malacca, or in such a manner as shall be eventually agreed.
8. Good accommodation shall be provided in the said coasting steamer for not less than four 1st class European passengers.
9. On arrival at Penang of the fortnightly steamer from Negapatam, immigrants for any of the ports mentioned in the seventh clause hereof shall be transferred direct from one steamer to the other, but all immigrants provided with through-tickets for Coast Ports wishing to break their journey at Penang must give up their tickets to the Contractors which will then be void.

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10. The Contractors shall be entitled to charge for every adult passenger conveyed by them under the provisions of the third clause hereof, rates of passage money not exceeding the following, that is to say:—

From Negapatam to Penang and the Coast Ports named in the 7th clause hereof, ...	Rs 8
From Negapatam to Singapore, ...	Rs 11

and for all other deck passengers the rate shall not be above Rs 10 from Negapatam to Penang for adults, and Rs 13 from Negapatam to Singapore for adults.

Children under the age of three years being carried, free, and those under twelve years at half rates; the passengers to be supplied without further charge with fuel for cooking and fresh water.

11. All the said steamers shall sail under the British flag.

12. On the requisition of the Colonial Secretary or of the Resident Councillor of Penang or Malacca, or of the Government of any of the Protected Native States, all the steamers shall carry any officer of the Indian Immigration Department on duty free of charge between any of the ports named.

13. During the subsistence of this Contract no other line of steamers shall be subsidized by the Government of the Straits Settlements or by the Protected Native States in connection with emigration from any of the ports in the Madras Presidency.

14. During the period of two years mentioned in the first clause hereof, the Government of the Straits Settlements will pay to the Contractors an annual subsidy of Dollars thirty thousand (\$30,000) payable in monthly instalments of Dollars two thousand five hundred (\$2,500). Each instalment to be paid in Singapore on or before the last day of the month for which it is payable.

15. If and so often as the said steamer from Negapatam shall not arrive at Penang within two days of the time fixed in the 5th clause hereof, the Contractors shall pay to the Governor the sum of Dollars two hundred and fifty (\$250) per day for every day or part of a day which shall elapse from the expiration of such two days and until the arrival of the steamer which shall be overdue.

16. If the Contractors shall become bankrupt or fail to pay such sum or sums of money as become due under the 15th clause hereof within twenty-four hours after the same shall have been demanded by the Governor, or if the Contractors shall in any other respect unduly or wilfully fail in the due performance of this agreement, the Governor may determine this agreement by a notice in writing under the hand of the Colonial Secretary, and this agreement shall thereupon be determined and no compensation shall be payable to the Contractors.

17. Subject and without prejudice to the power given to the Governor by the last preceding clause of these presents, whenever any doubt, difference, or dispute shall hereafter arise between the Contractors and the Governor touching or concerning this agreement or the construction hereof, or touching or concerning the due performance of this agreement by the Contractors, or touching or concerning any other thing in anywise relating to the agreement or the rights, duties or liabilities of the Contractors or the Governor in connection therewith, every such doubt, difference, or dispute shall be referred to two arbitrators or their umpire, pursuant to, and so as, with regard to the mode and consequence of the reference and in all other respects, to conform to the provisions in that behalf contained in the Imperial Act known as "The Common Law Procedure Act 1854," or any then subsisting statutory modification thereof which shall be deemed to form part of and be comprised in these presents. This agreement may also be filed under the provisions of section 456 of "The Civil Procedure Ordinance 1878."

18. Whenever the expression "the Contractors" is used in this agreement, the same shall include the Contractors and their respective executors and administrators, and whenever the expression "The Governor" is used, the same shall include the Governor and his successors in office.

19. The Governor may order a further medical inspection of all immigrants arriving at Penang by the said steamers from Negapatam, which inspection shall take place in the Indian Immigration Depôt at Penang immediately on arrival, and if on such medical examination any such immigrants are found unfit for the ordinary labour of a healthy person, the Contractors shall provide them with passage tickets to Negapatam free of charge.

20. Should the Contractors run more than one steamer a fortnight from Penang to the Coast Ports mentioned in clause 7 hereof, then each individual steamer need not call at all the ports each voyage, provided that all ports are touched at at least once every fortnight, and that the passengers for all Coast Ports are always transhipped at Penang to the coasting steamer immediately on their arrival from Negapatam, provided moreover, that one steamer shall make the voyage once in every fortnight from Singapore to Penang and *vice versa* by the Coast Ports of Pangkor, Telok Anson, Klang, Port Dickson, and Malacca.

21. All the steamers running under this agreement shall have the status and privileges of mail steamers.

22. This agreement shall in the first instance be binding on the Contractors as principals, but if within six months after the date of this agreement the Contractors shall procure the adoption of the same to the satisfaction of the Governor by the British India Steam Navigation Company or the Netherlands India Steam Navigation Company (if running under the British flag) so as to bind one or other of the said Companies or the Trustees to be appointed by either or both of the said Companies, as principals, then this agreement shall cease to be binding on the Contractors as principals and shall be binding on them only as Agents for such Company or Companies.

IN WITNESS whereof the said Contractors and the said Governor have hereunto set their hands and seals the day and year below mentioned at Penang and Singapore respectively.

On the 27th day of May, 1890, at Penang,

Signed and sealed by AUGUST HUTTENBACH
in the presence of

FRED. AERIA.
E. ANDERSON.

A. HUTTENBACH. [L. S.]

Signed and sealed by LUDWIG HUTTENBACH
by his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

L. HUTTENBACH, [L. S.]
by his Attorney
A. HUTTENBACH.

Signed and sealed by ALFRED LIEBERT by
his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

A. LIEBERT, [L. S.]
by his Attorney
A. HUTTENBACH.

On the 31st day of May, 1890, at Singapore,

Signed and sealed by the said Governor in
the presence of

A. P. TALBOT,
Acting Colonial Secretary, S.S.

J. F. DICKSON. [L. S.]

Articles of Agreement

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1. During the period of two years commencing from the 1st day of June, 1890, the Contractors will run and maintain at least two steamers to run between Negapatam and Penang and Singapore in the manner and subject to the conditions hereinafter more particularly mentioned.

2. During the same period the Contractors will run from Penang to Singapore by way of the Coast Ports lying between Penang and Singapore, at least one coasting steamer in the manner and subject to the conditions hereinafter more particularly mentioned.

3. The Contractors will carry by the said line of steamers all natives of India who may offer themselves as passengers for Penang, Singapore, and the Coast Ports referred to in the second clause hereof whether such persons be under contract statute or not, provided that:—(1) every such person shall come within the description of an artisan, mechanic, or labourer employed or to be employed in agriculture, road-making, or mining operations, and the wives and children of the same; and (2) every such person shall have been passed at Negapatam by the officer employed by the Government of the Straits Settlements for that purpose.

4. Two of the steamers running on the line mentioned in clause 1 hereof shall be of at least 2,000 tons gross measurement, and shall carry an Apothecary who shall have been approved of by the Government of the Straits Settlements, and such medicines and instruments as the said Government may from time to time direct.

5. The steamers shall leave Negapatam once a fortnight and complete the voyage to Penang (the Act of God, the Queen's Enemies, Restraint of Rulers or Princes and Pirates excepted) in 5½ days. The said steamers to be allowed a few days for docking once in every four months, but if such docking or other repairs takes longer than one week, the Contractors to substitute another steamer.

6. The coasting steamer mentioned in the second clause hereof shall run once a fortnight in conjunction with the steamers mentioned in the first clause hereof, and shall leave Penang as soon as possible after the arrival of each such fortnightly steamers from Negapatam.

7. The said coasting steamer or steamers shall touch at the following ports, that is to say:—(1) Port Weld; (2) Pangkor or Lumut; (3) Telok Anson; (4) Klang; (5) Port Dickson; and (6) Malacca, or in such a manner as shall be eventually agreed.

8. Good accommodation shall be provided in the said coasting steamer for not less than four 1st class European passengers.

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10. The Contractors shall be entitled to charge for every adult passenger conveyed by them under the provisions of the third clause hereof, rates of passage money not exceeding the following, that is to say:—

From Negapatam to Penang and the Coast Ports named	
in the 7th clause hereof, ...	Rs 8
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11. All the said steamers shall sail under the British flag.

12. On the requisition of the Colonial Secretary or of the Resident Councillor of Penang or Malacca, or of the Government of any of the Protected Native States, all the steamers shall carry any officer of the Indian Immigration Department on duty free of charge between any of the ports named.

13. During the subsistence of this Contract no other line of steamers shall be subsidized by the Government of the Straits Settlements or by the Protected Native States in connection with emigration from any of the ports in the Madras Presidency.

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15. If and so often as the said steamer from Negapatam shall not arrive at Penang within two days of the time fixed in the 5th clause hereof, the Contractors shall pay to the Governor the sum of Dollars two hundred and fifty (\$250) per day for every day or part of a day which shall elapse from the expiration of such two days and until the arrival of the steamer which shall be overdue.

16. If the Contractors shall become bankrupt or fail to pay such sum or sums of money as become due under the 15th clause hereof within twenty-four hours after the same shall have been demanded by the Governor, or if the Contractors shall in any other respect unduly or wilfully fail in the due performance of this agreement, the Governor may determine this agreement by a notice in writing under the hand of the Colonial Secretary, and this agreement shall thereupon be determined and no compensation shall be payable to the Contractors.

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IN WITNESS whereof the said Contractors and the said Governor have hereunto set their hands and seals the day and year below mentioned at Penang and Singapore respectively.

On the 27th day of May, 1890, at Penang,

Signed and sealed by AUGUST HUTTENBACH
in the presence of

FRED. AERIA.
E. ANDERSON.

A. HUTTENBACH. [L. S.]

Signed and sealed by LUDWIG HUTTENBACH
by his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

L. HUTTENBACH, [L. S.]
by his Attorney
A. HUTTENBACH.

Signed and sealed by ALFRED LIEBERT by
his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

A. LIEBERT, [L. S.]
by his Attorney
A. HUTTENBACH.

On the 31st day of May, 1890, at Singapore,

Signed and sealed by the said Governor in
the presence of

A. P. TALBOT,
Acting Colonial Secretary, S.S.

J. F. DICKSON. [L. S.]

Articles of Agreement

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5. The steamers shall leave Negapatam once a fortnight and complete the voyage to Penang (the Act of God, the Queen's Enemies, Restraint of Rulers or Princes and Pirates excepted) in 5½ days. The said steamers to be allowed a few days for docking once in every four months, but if such docking or other repairs takes longer than one week, the Contractors to substitute another steamer.
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7. The said coasting steamer or steamers shall touch at the following ports, that is to say:—(1) Port Weld; (2) Pangkor or Lumut; (3) Telok Anson; (4) Klang; (5) Port Dickson; and (6) Malacca, or in such a manner as shall be eventually agreed.
8. Good accommodation shall be provided in the said coasting steamer for not less than four 1st class European passengers.
9. On arrival at Penang of the fortnightly steamer from Negapatam, immigrants for any of the ports mentioned in the seventh clause hereof shall be transferred direct from one steamer to the other, but all immigrants provided with tickets for Coast Ports wishing to break their journey at Penang must give up tickets to the Contractors which will then be void.

10. The Contractors shall be entitled to charge for every adult passenger conveyed by them under the provisions of the third clause hereof, rates of passage money not exceeding the following, that is to say:—

From Negapatam to Penang and the Coast Ports named	
in the 7th clause hereof, ...	Rs 8
From Negapatam to Singapore, ...	Rs 11

and for all other deck passengers the rate shall not be above Rs 10 from Negapatam to Penang for adults, and Rs 13 from Negapatam to Singapore for adults.

Children under the age of three years being carried free, and those under twelve years at half rates; the passengers to be supplied without further charge with fuel for cooking and fresh water.

11. All the said steamers shall sail under the British flag.

12. On the requisition of the Colonial Secretary or of the Resident Councillor of Penang or Malacca, or of the Government of any of the Protected Native States, all the steamers shall carry any officer of the Indian Immigration Department on duty free of charge between any of the ports named.

13. During the subsistence of this Contract no other line of steamers shall be subsidized by the Government of the Straits Settlements or by the Protected Native States in connection with emigration from any of the ports in the Madras Presidency.

14. During the period of two years mentioned in the first clause hereof, the Government of the Straits Settlements will pay to the Contractors an annual subsidy of Dollars thirty thousand (\$30,000) payable in monthly instalments of Dollars two thousand five hundred (\$2,500). Each instalment to be paid in Singapore on or before the last day of the month for which it is payable.

15. If and so often as the said steamer from Negapatam shall not arrive at Penang within two days of the time fixed in the 5th clause hereof, the Contractors shall pay to the Governor the sum of Dollars two hundred and fifty (\$250) per day for every day or part of a day which shall elapse from the expiration of such two days and until the arrival of the steamer which shall be overdue.

16. If the Contractors shall become bankrupt or fail to pay such sum or sums of money as become due under the 15th clause hereof within twenty-four hours after the same shall have been demanded by the Governor, or if the Contractors shall in any other respect unduly or wilfully fail in the due performance of this agreement, the Governor may determine this agreement by a notice in writing under the hand of the Colonial Secretary, and this agreement shall thereupon be determined and no compensation shall be payable to the Contractors.

17. Subject and without prejudice to the power given to the Governor by the last preceding clause of these presents, whenever any doubt, difference, or dispute shall hereafter arise between the Contractors and the Governor touching or concerning this agreement or the construction hereof, or touching or concerning the due performance of this agreement by the Contractors, or touching or concerning any other thing in anywise relating to the agreement or the rights, duties or liabilities of the Contractors or the Governor in connection therewith, every such doubt, difference, or dispute shall be referred to two arbitrators or their umpire, pursuant to, and so as, with regard to the mode and consequence of the reference and in all other respects, to conform to the provisions in that behalf contained in the Imperial Act known as "The Common Law Procedure Act 1854," or any then subsisting statutory modification thereof which shall be deemed to form part of and be comprised in these presents. This agreement may also be filed under the provisions of section 456 of "The Civil Procedure Ordinance 1878."

18. Whenever the expression "the Contractors" is used in this agreement, the same shall include the Contractors and their respective executors and administrators, and whenever the expression "The Governor" is used, the same shall include the Governor and his successors in office.

19. The Governor may order a further medical inspection of all immigrants arriving at Penang by the said steamers from Negapatam, which inspection shall take place in the Indian Immigration Depot at Penang immediately on arrival, and if on such medical examination any such immigrants are found unfit for the ordinary labour of a healthy person, the Contractors shall provide them with passage tickets to Negapatam free of charge.

20. Should the Contractors run more than one steamer a fortnight from Penang to the Coast Ports mentioned in clause 7 hereof, then each individual steamer need not call at all the ports each voyage, provided that all ports are touched at at least once every fortnight, and that the passengers for all Coast Ports are always transhipped at Penang to the coasting steamer immediately on their arrival from Negapatam, provided moreover, that one steamer shall make the voyage once in every fortnight from Singapore to Penang and *vice versa* by the Coast Ports of Pangkor, Telok Anson, Klang, Port Dickson, and Malacca.

21. All the steamers running under this agreement shall have the status and privileges of mail steamers.

22. This agreement shall in the first instance be binding on the Contractors as principals, but if within six months after the date of this agreement the Contractors shall procure the adoption of the same to the satisfaction of the Governor by the British India Steam Navigation Company or the Netherlands India Steam Navigation Company (if running under the British flag) so as to bind one or other of the said Companies or the Trustees to be appointed by either or both of the said Companies, as principals, then this agreement shall cease to be binding on the Contractors as principals and shall be binding on them only as Agents for such Company or Companies.

IN WITNESS whereof the said Contractors and the said Governor have hereunto set their hands and seals the day and year below mentioned at Penang and Singapore respectively.

On the 27th day of May, 1890, at Penang,

Signed and sealed by AUGUST HUTTENBACH
in the presence of

FRED. AERIA.
E. ANDERSON.

A. HUTTENBACH. [L. S.]

Signed and sealed by LUDWIG HUTTENBACH
by his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

L. HUTTENBACH, [L. S.]
by his Attorney
A. HUTTENBACH.

Signed and sealed by ALFRED LIEBERT by
his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

A. LIEBERT, [L. S.]
by his Attorney
A. HUTTENBACH.

On the 31st day of May, 1890, at Singapore,

Signed and sealed by the said Governor in
the presence of

A. P. TALBOT,
Acting Colonial Secretary, S.S.

J. F. DICKSON. [L. S.]

Articles of Agreement made the 27th day of May, 1890, between AUGUST HUTTENBACH, LUDWIG HUTTENBACH and ALFRED LIEBERT, of Penang, Merchants, carrying on business under the style or firm of HUTTENBACH, LIEBERT AND COMPANY (hereinafter called "the Contractors") of the one part, and His Excellency Sir JOHN FREDERICK DICKSON, K.C.M.G., Acting Governor and Commander-in-Chief of the Colony of the Straits Settlements (hereinafter called "the Governor") of the other part. WHEREBY IT IS AGREED by and between the parties hereto as follows, that is to say :—

1. During the period of two years commencing from the 1st day of June, 1890, the Contractors will run and maintain at least two steamers to run between Negapatam and Penang and Singapore in the manner and subject to the conditions hereinafter more particularly mentioned.

2. During the same period the Contractors will run from Penang to Singapore by way of the Coast Ports lying between Penang and Singapore, at least one coasting steamer in the manner and subject to the conditions hereinafter more particularly mentioned.

3. The Contractors will carry by the said line of steamers all natives of India who may offer themselves as passengers for Penang, Singapore, and the Coast Ports referred to in the second clause hereof whether such persons be under contract statute or not, provided that :—(1) every such person shall come within the description of an artisan, mechanic, or labourer employed or to be employed in agriculture, road-making, or mining operations, and the wives and children of the same; and (2) every such person shall have been passed at Negapatam by the officer employed by the Government of the Straits Settlements for that purpose.

4. Two of the steamers running on the line mentioned in clause 1 hereof shall be of at least 2,000 tons gross measurement, and shall carry an Apothecary who shall have been approved of by the Government of the Straits Settlements, and such medicines and instruments as the said Government may from time to time direct.

5. The steamers shall leave Negapatam once a fortnight and complete the voyage to Penang (the Act of God, the Queen's Enemies, Restraint of Rulers or Princes and Pirates excepted) in 5½ days. The said steamers to be allowed a few days for docking once in every four months, but if such docking or other repairs takes longer than one week, the Contractors to substitute another steamer.

6. The coasting steamer mentioned in the second clause hereof shall run once a fortnight in conjunction with the steamers mentioned in the first clause hereof, and shall leave Penang as soon as possible after the arrival of each such fortnightly steamers from Negapatam.

7. The said coasting steamer or steamers shall touch at the following ports, that is to say :—(1) Port Weld; (2) Pangkor or Lumut; (3) Telok Anson; (4) Klang; (5) Port Dickson; and (6) Malacca, or in such a manner as shall be eventually agreed.

8. Good accommodation shall be provided in the said coasting steamer for not less than four 1st class European passengers.

9. On arrival at Penang of the fortnightly steamer from Negapatam, immigrants for any of the ports mentioned in the seventh clause hereof shall be transferred direct from one steamer to the other, but all immigrants provided with through-tickets for Coast Ports wishing to break their journey at Penang must give up their tickets to the Contractors which will then be void.

10. The Contractors shall be entitled to charge for every adult passenger conveyed by them under the provisions of the third clause hereof, rates of passage money not exceeding the following, that is to say:—

From Negapatam to Penang and the Coast Ports named	
in the 7th clause hereof, ...	Rs 8
From Negapatam to Singapore, ...	Rs 11

and for all other deck passengers the rate shall not be above Rs 10 from Negapatam to Penang for adults, and Rs 13 from Negapatam to Singapore for adults.

Children under the age of three years being carried free, and those under twelve years at half rates; the passengers to be supplied without further charge with fuel for cooking and fresh water.

11. All the said steamers shall sail under the British flag.

12. On the requisition of the Colonial Secretary or of the Resident Councillor of Penang or Malacca, or of the Government of any of the Protected Native States, all the steamers shall carry any officer of the Indian Immigration Department on duty free of charge between any of the ports named.

13. During the subsistence of this Contract no other line of steamers shall be subsidized by the Government of the Straits Settlements or by the Protected Native States in connection with emigration from any of the ports in the Madras Presidency.

14. During the period of two years mentioned in the first clause hereof, the Government of the Straits Settlements will pay to the Contractors an annual subsidy of Dollars thirty thousand (\$30,000) payable in monthly instalments of Dollars two thousand five hundred (\$2,500). Each instalment to be paid in Singapore on or before the last day of the month for which it is payable.

15. If and so often as the said steamer from Negapatam shall not arrive at Penang within two days of the time fixed in the 5th clause hereof, the Contractors shall pay to the Governor the sum of Dollars two hundred and fifty (\$250) per day for every day or part of a day which shall elapse from the expiration of such two days and until the arrival of the steamer which shall be overdue.

16. If the Contractors shall become bankrupt or fail to pay such sum or sums of money as become due under the 15th clause hereof within twenty-four hours after the same shall have been demanded by the Governor, or if the Contractors shall in any other respect unduly or wilfully fail in the due performance of this agreement, the Governor may determine this agreement by a notice in writing under the hand of the Colonial Secretary, and this agreement shall thereupon be determined and no compensation shall be payable to the Contractors.

17. Subject and without prejudice to the power given to the Governor by the last preceding clause of these presents, whenever any doubt, difference, or dispute shall hereafter arise between the Contractors and the Governor touching or concerning this agreement or the construction hereof, or touching or concerning the due performance of this agreement by the Contractors, or touching or concerning any other thing in anywise relating to the agreement or the rights, duties or liabilities of the Contractors or the Governor in connection therewith, every such doubt, difference, or dispute shall be referred to two arbitrators or their umpire, pursuant to, and so as, with regard to the mode and consequence of the reference and in all other respects, to conform to the provisions in that behalf contained in the Imperial Act known as "The Common Law Procedure Act 1854," or any then subsisting statutory modification thereof which shall be deemed to form part of and be comprised in these presents. This agreement may also be filed under the provisions of section 456 of "The Civil Procedure Ordinance 1878."

18. Whenever the expression "the Contractors" is used in this agreement, the same shall include the Contractors and their respective executors and administrators, and whenever the expression "The Governor" is used, the same shall include the Governor and his successors in office.

19. The Governor may order a further medical inspection of all immigrants arriving at Penang by the said steamers from Negapatam, which inspection shall take place in the Indian Immigration Depot at Penang immediately on arrival, and if on such medical examination any such immigrants are found unfit for the ordinary labour of a healthy person, the Contractors shall provide them with passage tickets to Negapatam free of charge.

20. Should the Contractors run more than one steamer a fortnight from Penang to the Coast Ports mentioned in clause 7 hereof, then each individual steamer need not call at all the ports each voyage, provided that all ports are touched at at least once every fortnight, and that the passengers for all Coast Ports are always transhipped at Penang to the coasting steamer immediately on their arrival from Negapatam, provided moreover, that one steamer shall make the voyage once in every fortnight from Singapore to Penang and *vice versa* by the Coast Ports of Pangkor, Telok Anson, Klang, Port Dickson, and Malacca.

21. All the steamers running under this agreement shall have the status and privileges of mail steamers.

22. This agreement shall in the first instance be binding on the Contractors as principals, but if within six months after the date of this agreement the Contractors shall procure the adoption of the same to the satisfaction of the Governor by the British India Steam Navigation Company or the Netherlands India Steam Navigation Company (if running under the British flag) so as to bind one or other of the said Companies or the Trustees to be appointed by either or both of the said Companies, as principals, then this agreement shall cease to be binding on the Contractors as principals and shall be binding on them only as Agents for such Company or Companies.

IN WITNESS whereof the said Contractors and the said Governor have hereunto set their hands and seals the day and year below mentioned at Penang and Singapore respectively.

On the 27th day of May, 1890, at Penang,

Signed and sealed by AUGUST HUTTENBACH	}	A. HUTTENBACH. [L. S.]
in the presence of FRED. AERIA. E. ANDERSON.		

Signed and sealed by LUDWIG HUTTENBACH	}	L. HUTTENBACH, [L. S.] by his Attorney A. HUTTENBACH
by his Attorney A. HUTTENBACH in the presence of FRED. AERIA. E. ANDERSON.		

Signed and sealed by ALFRED LIEBERT by	}	A. LIEBERT, [L. S.] by his Attorney A. HUTTENBACH.
his Attorney A. HUTTENBACH in the presence of FRED. AERIA. E. ANDERSON.		

On the 31st day of May, 1890, at Singapore,

Signed and sealed by the said Governor in	}	J. F. DICKSON. [L. S.]
the presence of A. P. TALBOT, Acting Colonial Secretary, S.S.		

1823



P. 489 57/199

It is requested that the following number be quoted in the reply to this letter.

Colonial Secretary's Office,
SINGAPORE, 6th June, 1890



Misc. 6065
90

Sir,

I am directed by the Acting Governor of the Straits Settlements to forward to you five copies of the articles of an agreement concluded by this Government with Messrs. Kuntzenbach, Liebert & Co. for a subsidized service of

Shamshir

The Chief Secretary
to the Government
of Madras.

24. 489
7790

1823 9th June 4/90

steamers between Negapatam
and the Straits Settlements.

I have the honour to be,

Sir,

your obedient servant,

A. Hallat

Ag. Colonial Secretary,
WS

1823

The Hon. the Col. Secy.
Singapore

Co 489
7790

N. 6065

19. 3 June 1890.

Forwarding 5 copies of
an agreement for subsidized
service of steamers between
Singapore & the Straits
Settlements.

1933



No. 719 E.
42-1
GOVERNMENT OF INDIA
REVENUE AND AGRICULTURAL DEPARTMENT.

(Emigration)
Simla, dated the 26th June 1890.

Cop the following forwarded to the Government of Madras, for
information.

By order,

Prin. Secy.
Under-Secretary to the Government of India.

W.S.

24/6

Recd. to the Secy. of the Straits Settlements

Colonial Secretary's Office,
Singapore, 6th June 1890.

To

The Secretary to the Govt. of India,
Revenue and Agricultural Deptt.,
Simla.

Misc. $\frac{6065}{90}$

Sir,

I am directed by the Acting Governor of the Straits Settlements to forward to you five copies of the articles of an agreement concluded by this Government with Messrs. Huttenbach Liebert & Co. for a subsidized service of steamers between Negapatam and the Straits Settlements.

I have, &c.,
Edw. A. P. Talbot,
Secy. Colonial Secretary, S. S.

Articles of Agreement

made the 27th day of May, 1890, between AUGUST HUTTENBACH, LUDWIG HUTTENBACH and ALFRED LIEBERT, of Penang, Merchants, carrying on business under the style or firm of HUTTENBACH, LIEBERT AND COMPANY (hereinafter called "the Contractors") of the one part, and His Excellency Sir JOHN FREDERICK DICKSON, K.C.M.G., Acting Governor and Commander-in-Chief of the Colony of the Straits Settlements (hereinafter called "the Governor") of the other part. WHEREBY IT IS AGREED by and between the parties hereto as follows, that is to say:—

1. During the period of two years commencing from the 1st day of June, 1890, the Contractors will run and maintain at least two steamers to run between Negapatam and Penang and Singapore in the manner and subject to the conditions hereinafter more particularly mentioned.
2. During the same period the Contractors will run from Penang to Singapore by way of the Coast Ports lying between Penang and Singapore, at least one coasting steamer in the manner and subject to the conditions hereinafter more particularly mentioned.
3. The Contractors will carry by the said line of steamers all natives of India who may offer themselves as passengers for Penang, Singapore, and the Coast Ports referred to in the second clause hereof whether such persons be under contract statute or not, provided that:—(1) every such person shall come within the description of an artisan, mechanic, or labourer employed or to be employed in agriculture, road-making, or mining operations, and the wives and children of the same; and (2) every such person shall have been passed at Negapatam by the officer employed by the Government of the Straits Settlements for that purpose.
4. Two of the steamers running on the line mentioned in clause 1 hereof shall be of at least 2,000 tons gross measurement, and shall carry an Apothecary who shall have been approved of by the Government of the Straits Settlements, and such medicines and instruments as the said Government may from time to time direct.
5. The steamers shall leave Negapatam once a fortnight and complete the voyage to Penang (the Act of God, the Queen's Enemies, Restraint of Rulers or Princes and Pirates excepted) in 5½ days. The said steamers to be allowed a few days for docking once in every four months, but if such docking or other repairs takes longer than one week, the Contractors to substitute another steamer.
6. The coasting steamer mentioned in the second clause hereof shall run once a fortnight in conjunction with the steamers mentioned in the first clause hereof, and shall leave Penang as soon as possible after the arrival of each such fortnightly steamers from Negapatam.
7. The said coasting steamer or steamers shall touch at the following ports, that is to say:—(1) Port Weld; (2) Pangkor or Lumut; (3) Telok Anson; (4) Klang; (5) Port Dickson; and (6) Malacca, or in such a manner as shall be eventually agreed.
8. Good accommodation shall be provided in the said coasting steamer for not less than four 1st class European passengers.
9. On arrival at Penang of the fortnightly steamer from Negapatam, immigrants for any of the ports mentioned in the seventh clause hereof shall be transferred direct from one steamer to the other, but all immigrants provided with through-tickets for Coast Ports wishing to break their journey at Penang must give up their tickets to the Contractors which will then be void.

2. Pub. 489
7-7-90

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10. The Contractors shall be entitled to charge for every adult passenger conveyed by them under the provisions of the third clause hereof, rates of passage money not exceeding the following, that is to say:—

From Negapatam to Penang and the Coast Ports named	
in the 7th clause hereof, ...	Rs 8
From Negapatam to Singapore, ...	Rs 11

and for all other deck passengers the rate shall not be above Rs 10 from Negapatam to Penang for adults, and Rs 13 from Negapatam to Singapore for adults.

Children under the age of three years being carried free, and those under twelve years at half rates; the passengers to be supplied without further charge with fuel for cooking and fresh water.

11. All the said steamers shall sail under the British flag.

12. On the requisition of the Colonial Secretary or of the Resident Councillor of Penang or Malacca, or of the Government of any of the Protected Native States, all the steamers shall carry any officer of the Indian Immigration Department on duty free of charge between any of the ports named.

13. During the subsistence of this Contract no other line of steamers shall be subsidized by the Government of the Straits Settlements or by the Protected Native States in connection with emigration from any of the ports in the Madras Presidency.

14. During the period of two years mentioned in the first clause hereof, the Government of the Straits Settlements will pay to the Contractors an annual subsidy of Dollars thirty thousand (\$30,000) payable in monthly instalments of Dollars two thousand five hundred (\$2,500). Each instalment to be paid in Singapore on or before the last day of the month for which it is payable.

15. If and so often as the said steamer from Negapatam shall not arrive at Penang within two days of the time fixed in the 5th clause hereof, the Contractors shall pay to the Governor the sum of Dollars two hundred and fifty (\$250) per day for every day or part of a day which shall elapse from the expiration of such two days and until the arrival of the steamer which shall be overdue.

16. If the Contractors shall become bankrupt or fail to pay such sum or sums of money as become due under the 15th clause hereof within twenty-four hours after the same shall have been demanded by the Governor, or if the Contractors shall in any other respect unduly or wilfully fail in the due performance of this agreement, the Governor may determine this agreement by a notice in writing under the hand of the Colonial Secretary, and this agreement shall thereupon be determined and no compensation shall be payable to the Contractors.

17. Subject and without prejudice to the power given to the Governor by the last preceding clause of these presents, whenever any doubt, difference, or dispute shall hereafter arise between the Contractors and the Governor touching or concerning this agreement or the construction hereof, or touching or concerning the due performance of this agreement by the Contractors, or touching or concerning any other thing in anywise relating to the agreement or the rights, duties or liabilities of the Contractors or the Governor in connection therewith, every such doubt, difference, or dispute shall be referred to two arbitrators or their umpire, pursuant to, and so as, with regard to the mode and consequence of the reference and in all other respects, to conform to the provisions in that behalf contained in the Imperial Act known as "The Common Law Procedure Act 1854," or any then subsisting statutory modification thereof which shall be deemed to form part of and be comprised in these presents. This agreement may also be filed under the provisions of section 456 of "The Civil Procedure Ordinance 1878."

18. Whenever the expression "the Contractors" is used in this agreement, the same shall include the Contractors and their respective executors and administrators, and whenever the expression "The Governor" is used, the same shall include the Governor and his successors in office.

19. The Governor may order a further medical inspection of all immigrants arriving at Penang by the said steamers from Negapatam, which inspection shall take place in the Indian Immigration Depôt at Penang immediately on arrival, and if on such medical examination any such immigrants are found unfit for the ordinary labour of a healthy person, the Contractors shall provide them with passage tickets to Negapatam free of charge.

20. Should the Contractors run more than one steamer a fortnight from Penang to the Coast Ports mentioned in clause 7 hereof, then each individual steamer need not call at all the ports each voyage, provided that all ports are touched at least once every fortnight, and that the passengers for all Coast Ports are always transhipped at Penang to the coasting steamer immediately on their arrival from Negapatam, provided moreover, that one steamer shall make the voyage once in every fortnight from Singapore to Penang and *vice versa* by the Coast Ports of Pangkor, Telok Anson, Klang, Port Dickson, and Malacca.

21. All the steamers running under this agreement shall have the status and privileges of mail steamers.

22. This agreement shall in the first instance be binding on the Contractors as principals, but if within six months after the date of this agreement the Contractors shall procure the adoption of the same to the satisfaction of the Governor by the British India Steam Navigation Company or the Netherlands India Steam Navigation Company (if running under the British flag) so as to bind one or other of the said Companies or the Trustees to be appointed by either or both of the said Companies, as principals, then this agreement shall cease to be binding on the Contractors as principals and shall be binding on them only as Agents for such Company or Companies.

IN WITNESS whereof the said Contractors and the said Governor have hereunto set their hands and seals the day and year below mentioned at Penang and Singapore respectively.

On the 27th day of May, 1890, at Penang,

Signed and sealed by AUGUST HUTTENBACH
in the presence of

FRED. AERIA.
E. ANDERSON.

A. HUTTENBACH. [L. S.]

Signed and sealed by LUDWIG HUTTENBACH
by his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

L. HUTTENBACH, [L. S.]
by his Attorney
A. HUTTENBACH.

Signed and sealed by ALFRED LIEBERT by
his Attorney A. HUTTENBACH in the presence of

FRED. AERIA.
E. ANDERSON.

A. LIEBERT, [L. S.]
by his Attorney
A. HUTTENBACH.

On the 31st day of May, 1890, at Singapore,

Signed and sealed by the said Governor in
the presence of

A. P. TALBOT,
Acting Colonial Secretary, S.S.

J. F. DICKSON. [L. S.]

Publ. No. 489-77-790

The Collectors of *Maritime*
Dist
~~The District Magistrates of~~

~~Anant.~~

~~North Arcot, Chittoor.~~

South Arcot, Cuddalore. 8

~~Bellary.~~

South Canara, Mangalore. 8

Chingleput, Saidapet. 8

~~Coimbatore.~~

~~Cuddapah.~~

Ganjam, Chatrapur. 8

Godavari, Cocanada. 8

Kistna, Masulipatam. 8

~~Kannad.~~

Madras (when necessary). 6

Madura. 8

Malabar, Calicut. 10

~~Nilgiris, Ootacamund.~~

Nellore. 8

~~Palam.~~

Tanjore. 9

Tinnevely. 8

~~Trichinopoly.~~

Vizagapatam. 8

Publ. No. 489
7-7-90

Aug. 1933 90.

Public DEPARTMENT.

From

The R. & A. Dept.

Simla.

No. 719 B.
42-1

Dated 26th June

Received 2nd July

1890

Enclosures 2

SUBJECT.

Subsidized service of steamers
between Negapatam and the Straits
Settlements.

C. 1823/90.
21/7/77 2099 Sub. Sec.
8/7.
C. 1823 21933

68.

Order 7 July 1900 No. 489.

Recorded in
continuation of J.O.
of 21 July 1897 No. 999.

In the District of Knight
the B. C. Dept. 20/7/90
the letter of 19/7/90
to L. J. 10/7/90
the Commr. of Land
4/7.

7TH JULY 1890, No. 489, PUBLIC.

GOVERNMENT OF MADRAS.

PUBLIC DEPARTMENT.

READ—the following papers :—

From the Honorable the Colonial Secretary, Singapore, dated 6th June 1890,
Mis. No. 6065.

Proceedings of the Government of India, Revenue and Agricultural Department
(Emigration), dated Simla, 26th June 1890, No. 719—42-1-E.

Copy of the following forwarded to the Government of Madras, for information.

(By order.)

(Signed) J. MUIR-MACKENZIE,
Under Secretary to the Govt. of India.

From A. P. TALBOT, Esq., Acting Colonial Secretary, Straits Settlements, to the
Secretary to the Government of India, Revenue and Agricultural Depart-
ment, Simla, dated Singapore, 6th June 1890, Mis. No. 6065.

I am directed by the Acting Governor of the Straits Settlements to forward to
you five copies of the articles of an agreement concluded by this Government with
Messrs. Huttenbach, Liebert and Co., for a subsidized service of steamers between
Negapatam and the Straits Settlements.

ENCLOSURE.

ARTICLES OF AGREEMENT made the 27th day of May, 1890, between August Huttenbach,
Ludwig Huttenbach and Alfred Liebert, of Penang, Merchants, carrying on business under the
style or firm of Huttenbach, Liebert and Company (hereinafter called "the Contractors") of the
one part, and His Excellency Sir John Frederick Dickson, K.C.M.G., Acting Governor and Com-
mander-in-Chief of the Colony of the Straits Settlements (hereinafter called "the Governor") of
the other part. Whereby it is agreed by and between the parties hereto as follows, that is to
say :—

1. During the period of two years commencing from the 1st day of June, 1890, the Con-
tractors will run and maintain at least two steamers to run between Negapatam and Penang and
Singapore in the manner and subject to the conditions hereinafter more particularly mentioned.
2. During the same period the Contractors will run from Penang to Singapore by way of the
Coast Ports lying between Penang and Singapore, at least one coasting steamer in the manner
and subject to the conditions hereinafter more particularly mentioned.
3. The Contractors will carry by the said line of steamers all natives of India who may offer
themselves as passengers for Penang, Singapore, and the Coast Ports referred to in the second
clause hereof whether such persons be under contract statute or not, provided that :—(1) every
such person shall come within the description of an artisan, mechanic, or laborer employed or to
be employed in agriculture, road-making, or mining operations, and the wives and children of the
same; and (2) every such person shall have been passed at Negapatam by the officer employed
by the Government of the Straits Settlements for that purpose.
4. Two of the steamers running on the line mentioned in clause 1 hereof shall be of at least
2,000 tons gross measurement, and shall carry an apothecary who shall have been approved of by
the Government of the Straits Settlements, and such medicines and instruments as the said
Government may from time to time direct.

5. The steamers shall leave Negapatam once a fortnight and complete the voyage to Penang (the Act of God, the Queen's Enemies, Restraint of Rulers or Princes and Pirates excepted) in 5½ days. The said steamers to be allowed a few days for docking once in every four months, but if such docking or other repairs takes longer than one week, the Contractors to substitute another steamer.

6. The coasting steamer mentioned in the second clause hereof shall run once a fortnight in conjunction with the steamers mentioned in the first clause hereof, and shall leave Penang as soon as possible after the arrival of each such fortnightly steamers from Negapatam.

7. The said coasting steamer or steamers shall touch at the following ports, that is to say :— (1) Port Weld; (2) Pangkor or Lumut; (3) Telok Anson; (4) Klang; (5) Port Dickson; and (6) Malacca, or in such a manner as shall be eventually agreed.

8. Good accommodation shall be provided in the said coasting steamer for not less than four 1st-class European passengers.

9. On arrival at Penang of the fortnightly steamer from Negapatam, immigrants for any of the ports mentioned in the seventh clause hereof shall be transferred direct from one steamer to the other, but all immigrants provided with through-tickets for Coast Ports wishing to break their journey at Penang must give up their tickets to the contractors, which will then be void.

10. The Contractors shall be entitled to charge for every adult passenger conveyed by them under the provisions of the third clause hereof, rates of passage money not exceeding the following, that is to say :—

	RS.
From Negapatam to Penang and the Coast Ports named in the 7th clause hereof	8
From Negapatam to Singapore	11

and for all other deck passengers the rate shall not be above Rs. 10 from Negapatam to Penang for adults, and Rs. 13 from Negapatam to Singapore for adults.

Children under the age of three years being carried free, and those under twelve years at half rates; the passengers to be supplied without further charge with fuel for cooking and fresh water.

11. All the said steamers shall sail under the British flag.

12. On the requisition of the Colonial Secretary or of the Resident Councillor of Penang or Malacca, or of the Government of any of the Protected Native States, all the steamers shall carry any officer of the Indian Immigration Department on duty free of charge between any of the ports named.

13. During the subsistence of this Contract no other line of steamers shall be subsidized by the Government of the Straits Settlements or by the Protected Native States in connection with emigration from any of the ports in the Madras Presidency.

14. During the period of two years mentioned in the first clause hereof, the Government of the Straits Settlements will pay to the Contractors an annual subsidy of dollars thirty thousand (\$ 30,000) payable in monthly instalments of dollars two thousand five hundred (\$ 2,500). Each instalment to be paid in Singapore on or before the last day of the month for which it is payable.

15. If and so often as the said steamer from Negapatam shall not arrive at Penang within two days of the time fixed in the 5th clause hereof, the Contractors shall pay to the Governor the sum of dollars two hundred and fifty (\$ 250) per day for every day or part of a day which shall elapse from the expiration of such two days and until the arrival of the steamer which shall be overdue.

16. If the Contractors shall become bankrupt or fail to pay such sum or sums of money as become due under the 15th clause hereof within twenty-four hours after the same shall have been demanded by the Governor, or if the Contractors shall in any other respect unduly or wilfully fail in the due performance of this agreement, the Governor may determine this agreement by a notice in writing under the hand of the Colonial Secretary, and this agreement shall thereupon be determined and no compensation shall be payable to the Contractors.

17. Subject and without prejudice to the power given to the Governor by the last preceding clause of these presents, whenever any doubt, difference, or dispute shall hereafter arise between the Contractors and the Governor touching or concerning this agreement or the construction hereof, or touching or concerning the due performance of this agreement by the Contractors, or touching or concerning any other thing in anywise relating to the agreement or the rights, duties, or liabilities of the Contractors or the Governor in connection therewith, every such doubt, difference, or dispute shall be referred to two arbitrators or their umpire, pursuant to, and so as, with regard to the mode and consequence of the reference and in all other respects, to conform to the provisions in that behalf contained in the Imperial Act known as "The Common Law Procedure Act 1854," or any then subsisting statutory modification thereof which shall be deemed to form part of and be comprised in these presents. This agreement may also be filed under the provisions of section 456 of "The Civil Procedure Ordinance 1878."

18. Whenever the expression "the Contractors" is used in this agreement, the same shall include the Contractors and their respective executors and administrators, and whenever the expression "The Governor" is used, the same shall include the Governor and his successors in office."

19. The Governor may order a further medical inspection of all immigrants arriving at Penang by the said steamers from Negapatam, which inspection shall take place in the Indian Immigration Depot at Penang immediately on arrival, and if on such medical examination any such immigrants are found unfit for the ordinary labor of a healthy person, the Contractors shall provide them with passage tickets to Negapatam free of charge.

20. Should the Contractors run more than one steamer a fortnight from Penang to the Coast Ports mentioned in clause 7 hereof, then each individual steamer need not call at all the ports each voyage, provided that all ports are touched at at least once every fortnight, and that the passengers for all Coast Ports are always transhipped at Penang to the coasting steamer immediately on their arrival from Negapatam, provided, moreover, that one steamer shall make the voyage once in every fortnight from Singapore to Penang and *vice versa* by the Coast Ports of Pangkor, Telok Anson, Klang, Port Dickson, and Malacca.

21. All the steamers running under this agreement shall have the status and privileges of mail steamers.

22. This agreement shall in the first instance be binding on the Contractors as principals, but if within six months after the date of this agreement the Contractors shall procure the adoption of the same to the satisfaction of the Governor by the British India Steam Navigation Company or the Netherlands India Steam Navigation Company (if running under the British flag) so as to bind one or other of the said Companies or the Trustees to be appointed by either or both of the said Companies, as principals, then this agreement shall cease to be binding on the Contractors as principals and shall be binding on them only as Agents for such Company or Companies.

In witness whereof the said Contractors and the said Governor have hereunto set their hands and seals the day and year below mentioned at Penang and Singapore respectively.

On the 27th day of May, 1890, at Penang.

Signed and sealed by August Huttenbach in
the presence of
FRED. AERIA.
E. ANDERSON.

A. HUTTENBACH. [L. S.]

Signed and sealed by Ludwig Huttenbach
by his Attorney A. Huttenbach in the presence
of
FRED. AERIA.
E. ANDERSON.

L. HUTTENBACH, [L. S.]
by his Attorney
A. HUTTENBACH.

Signed and sealed by Alfred Liebert by his
Attorney A. Huttenbach in the presence of
FRED. AERIA.
E. ANDERSON.

A. LIEBERT, [L. S.]
by his Attorney
A. HUTTENBACH.

On the 31st day of May, 1890, at Singapore,
Signed and sealed by the said Governor in
the presence of
A. P. TALBOT,
Acting Colonial Secretary, S.S.

J. F. DICKSON. [L. S.]

ORDER—dated 7th July 1890, No. 489, Public.

Recorded, in continuation of G.O., dated 21st July 1887, No. 999.

(True Extract.)

Chief Secretary.

To the Protector of Emigrants, Madras.
" British Consular Agent, Pondicherry and Karikal.
" Collectors of Maritime Districts.
" Inspector-General of Police.
" Commissioners of Land Revenue.

Exd. A. Rant.

PUBLIC DEPARTMENT.

(Miscellaneous.)

G.O., 7th July 1890, No. 489.

Emigration.—Recording certain letters forwarding copies of the Articles of Agreement relating to a subsidized service of steamers between Negapattinam and the Straits Settlements.

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ENCLOSURES.

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