

The Gleneagles Contract

By Dr A Bonnici



S. S. "GLENEAGLES"

Steam Communication between MALTA & GOZO

TIME TABLE WEEK DAYS

FOR

JUNE, JULY, AUGUST

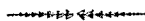
Leaves CUSTOM HOUSE 6. 30 a.m. Arrives GOZO 8. 0 a.m.

„ GOZO 9. 0 a.m. Arrives CUSTOM HOUSE 10. 30 a.m.

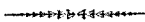


Leaves CUSTOM HOUSE 4. p.m. Arrives GOZO 5. 30 p.m.

„ GOZO 6. p.m. Arrives CUSTOM HOUSE 7. 30 p.m.



Special Notices will be issued for Sundays and Holidays.



PASSENGERS TARIFF

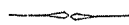
VALLETTA TO GOZO & VICEVERSA

FIRST CLASS £ 0. 1. 6.

— do — Return Tickets 0. 2. 6.

THIRD CLASS 0. 0. 8.

— do — Return Tickets 0. 1. 0.



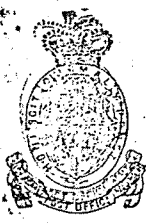
☞ Return Tickets are available for 3 Days.

☞ Seats obtainable on board.

Copy for the Post. etc

3 (4)

A. J. ...



The eighth day, of the month of June
in the year 1885.

George Cousin, son of the late Gaspare, born and residing in Valletta, Auditor General and Director of Contracts, on behalf of the Government of Malta, by special authority from His Excellency the Governor, through a letter from the Lieutenant Governor and Chief Secretary to Government, dated this 8th day of June 1885, and Chevalier Olof Frederick Gollcher, son of the late John Gustavé, born in Stockholm, and residing in Valletta, Merchant, called hereinafter "the Contractor," well known, personally appearing before me, the undersigned Notary, and in the presence of the undersigned witnesses of their own free will have agreed as follows:

1. The Contractor shall establish a regular, daily, steam communication between the port of Valletta and Gozo.
2. The steam-vessel, to be regularly employed by the Contractor in this service, shall be the "Gleneagles", described in the Schedule annexed to this agreement.
3. The hours of departure and arrival of the steam-vessel, shall be fixed by the Contractor, subject to the approval in writing of the Government, provided always that the time allowed for the trip from Valletta to Migiarrò, Gozo, or from Migiarrò, Gozo, to Valletta, shall not, in weather certified by the Superintendent of the Ports to be ordinary weather, exceed two hours. An extension of time to two and one half hours to be allowed, if vessel calls at Saint Paul's Bay or intermediate ports.
4. The port of arrival and departure in Gozo shall be Migiarrò, unless the state of the weather is such as to render that anchorage unsafe; in which case the Bay of Marsalforn may be resorted to.
5. In the event of the Government requiring to send mails to Sicily, or to bring mails from that island, the Contractor shall, whenever required, by the Government so to do, place the services of the "Gleneagles" at the disposal of the Government for that purpose.
6. In such case, the duration of the round trip from Valletta to Syracuse and back shall not exceed twenty hours, and no subsidy shall be due to the contractor for any trip executed in more than twenty hours, unless caused by stress of weather or accidents and detentions not under the control of the Contractor, that is to, say, not caused by any act or negligence of himself or servants, provided that the vessel be not detained more than two hours at Syracuse by order of this Government.
7. The Contractor shall not, except with the consent in writing of the Government, refuse to receive on board any person applying for passage at the tariff price, provided there be room, and, in cases of trips to Sicily, provided the departure of any individual shall not have been impeded by an act from a Court of Justice.

8. In the event of the absence or stoppage of the "Gleneagles" for the conveyance of the continental mails, for repairs or otherwise, in the event of the approval of the Government in writing having first been obtained, the Contractor shall keep up the regular daily mail service between Malta and Gozo by means of another steam-vessel approved by the Government for that purpose.

9. The Contractor shall carry free of charge the daily mails between Malta and Gozo, receiving and delivering them on board at the ports of arrival and departure.

10. In return for the daily steam service between Malta and Gozo, the Government agrees to pay to the Contractor a subsidy at the rate of seven hundred and fifty pounds sterling per annum, subject to the deductions hereinafter defined.

11. The first instalment of the said subsidy shall be payable on the thirtieth September one thousand eight hundred and eightyfive, and the amount then payable shall be calculated from the day on which the regular service is commenced, as certified by the Superintendent of the Ports.

12. From and after the thirtieth September one thousand eight hundred and eightyfive, the subsidy shall be payable in equal quarterly payments on the last day of each quarter during the continuance of this agreement.

13. In the event of the "Gleneagles" or a substitute approved by the Government, failing to perform the regular service from Valletta to Gozo and back, on any day not a holiday or festival "d'intero preeetto", a deduction of two pounds sterling shall be made from the subsidy for every such failure. Provided that, if the Superintendent of the Ports shall certify that, in his opinion, the state of the weather was such, on any day on which such failure shall have occurred, as to preclude the "Gleneagles" or other approved vessel from proceeding to Gozo without serious risk of loss, the deduction shall not be made on account of such failure.

14. The Government will cause an account to be kept of the arrivals and departures of the steamer.

15. The time kept on board the steamer shall be regulated according to the time kept at the Office of the Superintendent of the Ports.

16. In the event of the Government calling on the Contractor to despatch the "Gleneagles" to Sicily with the continental mails, the Government will pay to the Contractor the sum of thirtyfive pounds sterling for the round trip to Syracuse and back, and a proportional rate, according to distance, in the event of the "Gleneagles" being despatched to some port other than Syracuse.

Provided that the vessel is not to suffer any detention further than is necessary for the delivery of the mails at the port, and the shipment of the return mails.

17. It shall be competent for the Contractor, in the event of his desiring at any time to dissolve this agreement, to do so by giving six months' notice in writing to the Government to that effect.

Subject to the foregoing condition, this agreement shall remain in force until the thirtieth June one thousand eight hundred and ninety, and no longer.

18. In the event of the Contractor failing to carry out the conditions of this contract, by failing to provide, during the continuance of this contract, a regular daily steam communication between Malta and Gozo, or by failing to carry the continental mails, as provided for by this agreement, the Government may, after seven days notice, dissolve this agreement, without the necessity of any judicial act.

19. The Contractor shall not, without the consent in writing of the Government, make over the present contract to any person; and in case of breach of this clause, the Government shall be at liberty to dissolve this contract, without the necessity of any judicial act.

20. The rates of passage fares and freight to and from Gozo, and on trips to Sicily shall be as stated in the schedule annexed to this agreement, subject to alteration, if approved by the Government.

21. Any difference or dispute relating to the interpretation of this contract, to the performance of the obligations of the Contractor, or to any other question concerning the execution of this contract, shall be determined, without appeal, by the Admiral Superintendent of Her Majesty's Dockyard, or by such other qualified person as may be agreed on between the Government and the Contractor.

22. This agreement is subject to ratification by the Council of Government; and in the event of its not being ratified by the Council of Government, it shall be void and of no effect.

23. For the due fulfilment of all the obligations entered into, the said Olof Frederick Gollcher does hypothecate all his property present and future, which hypothecation, saving his personal obligation to any amount, is hereby limited to one thousand pounds sterling.

The contracting parties have been informed by me, the undersigned Notary, of the importance of each part of this instrument which at their request has been drawn up in the English language.

Done and published in the island of Malta, in the City of Valletta, at No. 216 Strada Mercanti, in the presence of Dr. Antonio Carmelo Briffa, Notary, son of the late Giuseppe, and of Master Gavino Naudi, writer, son of the late Antonio Cleardo, both residing in Valletta, witnesses, who have declared that they are not related by blood or affinity to the contracting parties in any of the degrees prohibited by law.

(Signed) GEO. COUSIN,
" O. F. GOLLCHER,
" Not. Dr. ANT. C. BRIFFA, witness,
" GAVINO NAUDI, witness.

In testimonium veritatis.

(Signed) FRANC. SAV. CAMILLERI,
Notary Public and Notary to Government, Mella.

SCHEDULE

Schedule of particulars of the S.S. "Gleneagles."

Official No.	Name of Ship	Hired by	Port and year of Registry	Where built	When built	Material	Dimensions			Tonnage		Horse power	Line proposed	Speed
							Length	Breadth	Depth of hold	Net	Gross			
88,864	Gleneagles	J.V.D.F.	Malta, 1885	Aberdeen	1884	Iron	130	23	11	86	207	73	Sc.	12 Knots

(Signed) GEO. COUSIN,
 " O. F. GOLLCHER,
 " Not. F. S. CAMILLERI.

Passengers Tariff S.S. "Gleneagles."

Valletta to Gozo and viceversa.

First Class	...	...	...	...	£ — 1 6
Do.	return tickets	...	...	...	— 2 6
Third Class	...	...	...	...	£ — 1 —
Do.	return tickets	...	...	...	— 1 6

Valletta to St. Paul's Bay and viceversa.

First Class	...	...	...	...	£ — 1 —
Do.	return tickets	...	...	...	— 1 6
Third Class	...	...	...	...	£ — — 8
Do.	return tickets	...	...	...	— 1 —

St. Paul's Bay to Gozo and viceversa.

First Class	...	...	...	...	£ — 1 —
Do.	return tickets	...	...	...	— 1 6
Third Class	...	...	...	...	£ — — 8
Do.	return tickets	...	...	...	— 1 —

(Signed) GEO. COUSIN,
 " O. F. GOLLCHER,
 " Not. F. S. CAMILLERI.

*A.B. vessel commenced to run on
 1st July 1885.*