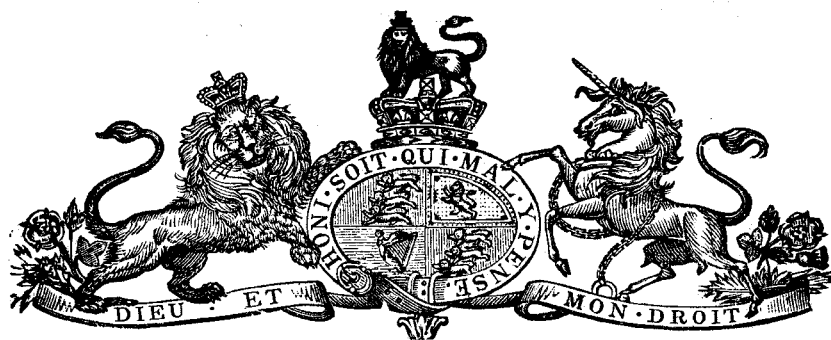


T A S M A N I A



1892.

ANNO QUINQUAGESIMO-SEXTO

VICTORIÆ REGINÆ,

No. 25.

Amended by 58 Vict. No. 18
59 . . . 30
60 . . . 6

AN ACT to authorise the Minister of Lands and Works to enter into an Agreement with The Mount *Dundas* and *Zeehan* Railway Company, Limited.

[21 December, 1892.]

WHEREAS by "The Mount *Dundas* and *Zeehan* Railway Act Amendment Act" the Minister of Lands and Works (hereinafter referred to as the Minister) is authorised, with the consent of Parliament, to enter into an Agreement with The Mount *Dundas* and *Zeehan* Railway Company (hereinafter referred to as the Company) to work and maintain the Railways of the Company therein specifically mentioned :

And whereas the Minister has agreed with the Company to enter into an Agreement as aforesaid :

And whereas it is expedient that the consent of Parliament should be given to an Agreement being entered into as aforesaid :

Be it therefore enacted by His Excellency the Governor of *Tasmania*, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

1 The Minister is hereby authorised to enter into an Agreement with the Company upon the terms and conditions mentioned in the draft Agreement set forth in the Schedule hereto.

PREAMBLE.

Minister may enter into Agreement.

Mount Dundas and Zeehan Railway Agreement.

A.D. 1892.

SCHEDULE.

MEMORANDUM of Agreement made this day of One thousand eight hundred and ninety Between the Honorable WILLIAM HARTNOLL, being and as the Minister of Lands and Works for the time being of Tasmania, hereinafter called the Minister, which expression shall also include his successor and assigns where the context so requires or admits, of the one part, and the Mount Dundas and Zeehan Railway Company, Limited, hereinafter called the Company, of the other part, whereby it is agreed that the Minister shall on behalf of the Government of Tasmania maintain and work for the term of seven years from the date hereof the Railway from Zeehan to a point at Dundas in or near mineral section No. 2372-87M at Dundas as the said Railway (constructed with all buildings and appliances, in the terms of "The Mount Dundas and Zeehan Railway Act," 54 Vict. No. 54, and of the lease made thereunder and dated the third day of February, One thousand eight hundred and ninety-one, and of "The Mount Dundas and Zeehan Railway Amendment Act," 55 Vict. No. 22, and the lease made thereunder dated the day of) is now in the occupation of the Minister and worked and maintained by him, upon the terms and conditions following, that is to say:

1. The Minister shall provide all rolling stock, staff of locomotive and traffic men, together with the necessary line repairers.

2. The Minister shall provide the necessary management and supervision in all branches.

3. The Minister shall provide all rails, sleepers, and other materials for maintenance and renewals, and also the labour required for renewals, and the Company will pay to the Minister in cash the actual costs of the same, including all charges upon material necessary to place the same where required on the Railway, within Fourteen days after an account of such cost and charges shall be furnished by the Minister to the Company.

4. The Company shall pay for the clearance and removal of all or any slips in cuttings exceeding 100 cubic yards in quantity, such payment to be the actual cost thereof to the Government and to be made within Fourteen days after an account thereof shall be furnished as aforesaid.

5. The Minister shall keep the Telegraph line (if any shall be erected by the Company) in repair, and shall supply new instruments and material of all kinds which may be required, and the Company shall pay to the Government the actual cost of all such instruments and material, including expenses of carriage, within Fourteen days after an account shall be furnished as aforesaid.

6. The Minister may at any time during the currency of this Agreement, with the consent in writing of the Company, erect such additional buildings and offices and construct such additional sidings and safety appliances as may be necessary or expedient for the working of the said Railway, and the Company shall pay to the Government in cash the actual cost of any such buildings, offices, sidings, or safety appliances as shall from time to time be erected and constructed by the Minister within Fourteen days after an account of such cost shall be furnished as aforesaid.

7. The Minister shall receive on behalf of the Government all gross receipts and income of the said Railway and Telegraph lines, and in consideration of the Minister maintaining and working the said Railway in accordance with this Agreement the Government shall be entitled as a first charge to retain one-fifth of such gross receipts and income absolutely, and in the next place to retain and reimburse to itself all moneys which shall have been expended by or on behalf of the Government under this Agreement and shall not have been repaid to the Government by the Company, and to pay the balance of such gross receipts and income to the Company.

8. The Minister shall render accounts monthly of the receipts and expenditure, and shall make monthly payments of revenue to the Company pursuant to Clause 6 of this Agreement.

9. If the one-fifth part of the income of the said Railway shall not in any month during the continuance of this Agreement amount to a sum equal to Four Pounds Twelve Shillings and Sixpence for each train run during that time from Zeehan to Dundas and from Dundas to Zeehan, then the Company guarantee to pay to the Government the sum of Four Pounds Twelve Shillings and Sixpence for each train run by the Minister during such month under the terms of this Agreement; and if the sum to be paid by the Company to the Government shall not amount to a sum equal to Nine Pounds Five Shillings per day for such month, then the Company will pay to the Government such sum as will make the amount payable by the Company to the Government under this Clause equal to Nine Pounds Five Shillings per day during such month.

Mount Dundas and Zeehan Railway Agreement.

10. If at any time during the continuance of this Agreement through default of the Minister no trains shall be run when there is a necessity for running trains, the Company shall not be called upon to pay the sum of Nine Pounds Five Shillings per day so long as such default shall continue. A.D. 1892. —

11. The tolls, rates, fares, and charges for the carriage and conveyance of passengers, goods, merchandise, live stock, chattels, and other things on the said Railway shall be as fixed from time to time by any By-laws made by the said Company under the Mount Dundas and Zeehan Railway Act Amendment Act.

12. The charge for carriage of mails shall be Fifteen Pounds per mile per annum.

13. Demurrage and similar charges shall be the same as charged by the Government Railways.

14. Trains shall be run at the discretion of the General Manager of the Government Railways, and at such times and at such speeds as he shall deem necessary.

15. All disputes in connection with Agreement or with the working or maintaining of the Railway, and any question or difference that may arise in connection with the Railway, shall be referred to the General Manager of the Government Railways for the time being, whose decision shall be final and binding on the Minister and on the Company.

16. Upon this Agreement being entered into, the Agreement dated the Fourth day of February, One thousand eight hundred and ninety-one, and made between the Minister of the one part, and Messrs. John Dye La Monte and John Russell of the other part, and now transferred to the Company, shall cease to have any effect.

In witness whereof the parties hereto have set their respective hands the day and year first above written.

