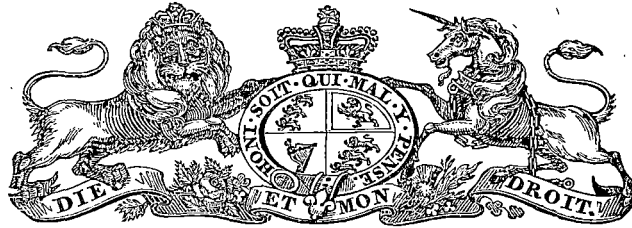


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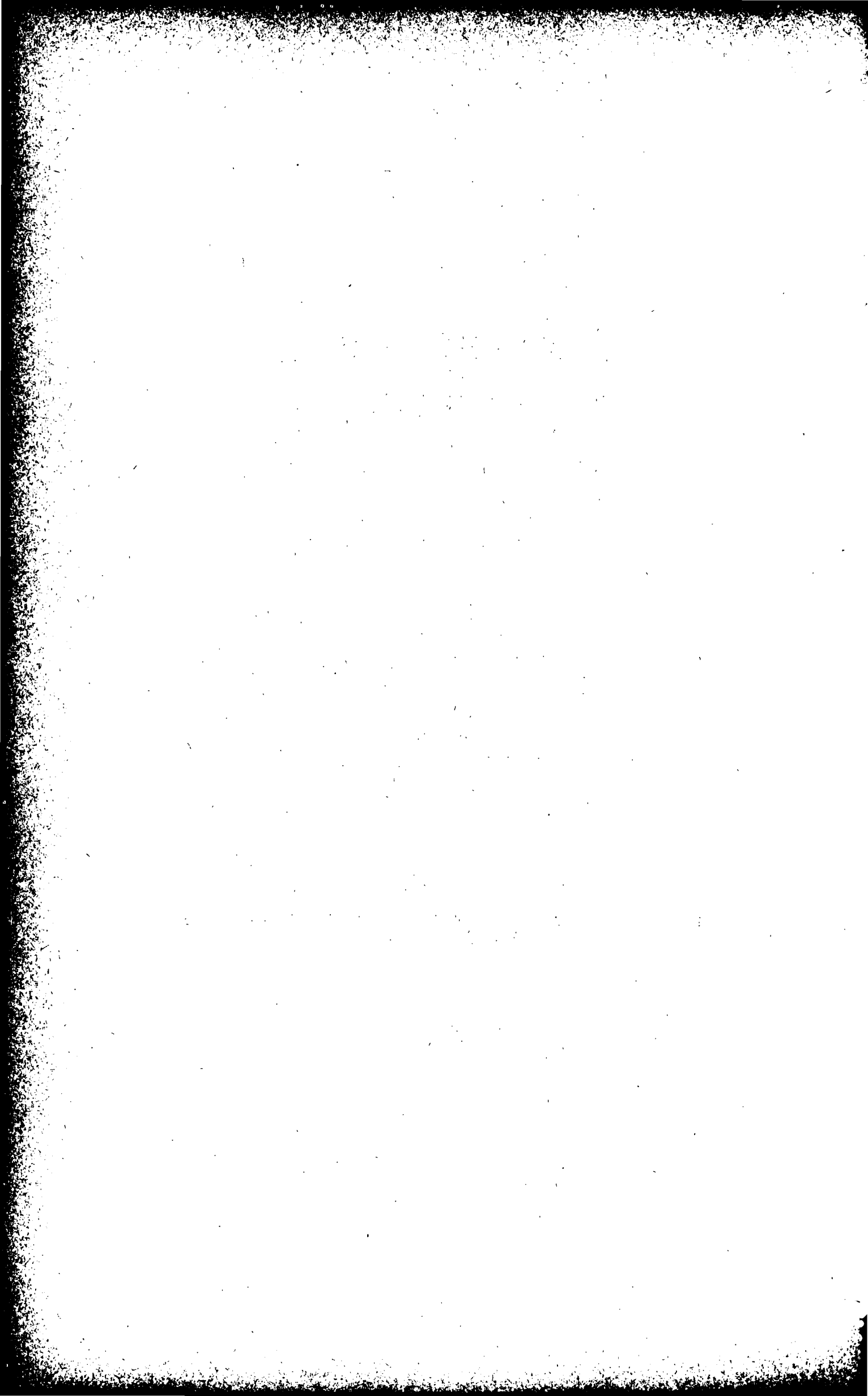
PARLIAMENT OF TASMANIA.

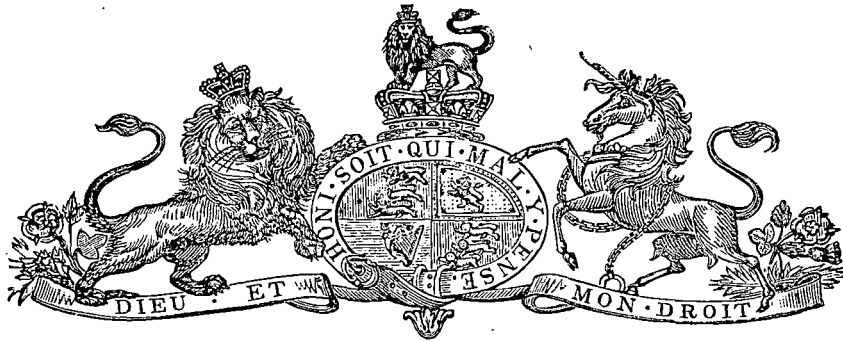
THE V.D.L. CO.'S WARATAH AND ZEEHAN
RAILWAY BILL, 1899, (PRIVATE):

REPORT OF SELECT COMMITTEE, WITH MINUTES OF
PROCEEDINGS, EVIDENCE, AND APPENDICES.

Brought up by Mr. Lewis, September 15, 1899, and ordered by the House of
Assembly to be printed.

Cost of printing—£4 6s. 6d.





SELECT COMMITTEE appointed on the 11th day of August, 1899, to consider and report upon "The V.D.L. Co.'s Waratah and Zeehan Railway Bill, 1899," (Private).

MEMBERS OF THE COMMITTEE.

MR. ATTORNEY-GENERAL.
MR. DUMARESQ.
MR. HALL.
MR. BIRD.

MR. MINISTER OF LANDS AND WORKS.
MR. MACKENZIE.
MR. LEWIS.

DAYS OF MEETING.

Wednesday, August 16 ; Friday, September 15.

WITNESSES EXAMINED.

Mr. F. Back, General Manager Tasmanian Government Railways ; Mr. James Stirling, Engineer-in-Charge of the Emu Bay Railway Company ; Mr. Cyrus Lennox Hewitt, Secretary of the Emu Bay Railway Company.

REPORT.

Your Committee having taken evidence in support of the allegations contained in the Preamble of the Bill, have the honour to report that the said Preamble has been proved to their satisfaction.

Your Committee having agreed that the Preamble should stand part of the Bill, then entered into consideration of the several Clauses, and have the honour to recommend certain amendments.

Your Committee have now the honour of submitting the Bill, with the amendments, to the favourable consideration of your Honourable House.

N. E. LEWIS, *Chairman.*

Committee Room, 15th September, 1899.

MINUTES OF PROCEEDINGS

WEDNESDAY, AUGUST 16, 1899.

The Committee met at 11 o'clock.

Members present.—Mr. Lewis, Mr. Minister of Lands and Works, Mr. Mackenzie, Mr. Dumaresq, and Mr. Hall.

Mr. Lewis was appointed Chairman.

The Clerk read the Order of the House appointing the Committee.

The Chairman laid the Petition praying for leave to bring in the Bill upon the Table. (Appendix A.)

The Committee deliberated.

Mr. Stafford Bird took his seat.

Mr. James Stirling, Engineer-in-Charge of the Emu Bay Railway, was called in and examined.

Plans showing proposed deviations in the Waratah-Zeehan Railway to Zeehan were exhibited by Mr. Stirling.

Mr. Attorney-General took his seat.

Mr. Sirling withdrew.

Mr. Cyrus Lennox Hewitt, Secretary of the Emu Bay Railway Company, was called in and examined.

Mr. Hewitt submitted to the Committee a notarial copy of the Agreement of the Sale of the Mount Dundas and Zeehan Railway to the Emu Bay Railway Company, Limited. (Appendix B.)

Mr. Hewitt withdrew.

Mr. Frederick Back, General Manager of Tasmanian Government Railways, was called in and examined.

Mr. Back withdrew.

The Committee deliberated.

The Committee adjourned *sine*

FRIDAY, SEPTEMBER 15, 1899.

The Committee met at half-past Six o'clock.

Members present.—Mr. Lewis (Chairman), Mr. Attorney-General, Mr. Minister of Lands and Works, Mr. Dumaresq, and Mr. Mackenzie.

The Minutes of last Meeting were read and confirmed.

The Chairman handed in a letter from the General Manager Tasmanian Government Railways. (Appendix C.)

The Committee deliberated.

Resolved, That the Preamble be found proved.

The Committee then entered upon the consideration of the several Clauses.

Clause 1 agreed to.

Clause 2.

Amendment made (Mr. Lewis), page 2, line 29, after "Act," by inserting "and the words 'at the station on the last-mentioned Railway known as Leslie Junction, or at a point distant not more than One mile from such station to be mutually agreed upon, or to be decided in case of difference in the manner provided in Section Seventeen,' in the second, third, fourth, and fifth lines of the Fifteenth Section of the said Act."

Clause, as amended, agreed to.

Clauses 3 and 4 agreed to.

Clause 5.

Amendments made (Mr. Lewis):—

Page 2, line 37, after "Act," by inserting "'The Mount Dundas and Zeehan Railway Act,' and 'The Mount Dundas and Zeehan Railway Act Amendment Act.'"

Same line, after "Lease," by inserting "s."

Page 2, line 38, after "Act," by inserting "s."

Page 2, line 39, after "Lease," by inserting "s."

Clause, as amended, agreed to.

New Clause A brought up (Mr. Lewis), and read the First time:—

"A. All the words after the word 'parties' in the seventh line of the Seventeenth Section of the said Act are hereby expunged, and there shall be inserted in lieu thereof the words 'then all such disputes, questions, and differences shall be referred to the determination of Two Arbitrators, one of whom shall be appointed by the Company and the other by the said Proprietors, or an umpire to be appointed by the said Arbitrators, before they enter upon the reference, and every such reference shall be subject to and in all respects conform to the provisions in that behalf contained in "The Arbitration Act, 1892," or any statutory modification or re-enactment thereof.'"

Read Second time, and made part of the Bill (to follow Clause 2).

Draft Report brought up and agreed to.

The Committee adjourned *sine die*.

APPENDIX A.

To the Honourable the Speaker and Members of the House of Assembly of Tasmania,
in Parliament assembled.

The humble Petition of The Emu Bay Railway Company, Limited, a Company duly registered in Tasmania, under "The Companies Act, 1869."

SHEWETH :

1. That within three months previously to the presentation hereof notice of the intention of your Petitioners to apply for a Private Bill was published, as follows; that is to say :—

In the *Hobart Gazette*, on the eighteenth and twenty-fifth days of July now last past and the first day of August instant; in the *Mercury*, being a public newspaper published in Hobart, on the eighteenth and twenty-fifth days of July now last past and the first day of August instant; in the *Zeehan and Dundas Herald*, being a public newspaper published in or nearest to the District affected by the Bill, on the seventeenth, twenty-fourth, and thirty-first days of July now last past.

2. That the general objects of the Bill are :—

To authorise the said Company to construct the Railway to such point on the Mount Dundas and Zeehan Railway as may be approved by the Governor in Council, and to amend the 4th and 13th Sections of the said Act accordingly, and to repeal the 15th, 16th, and 17th Sections. To amend the 34th Section of the said Act, by striking out the words "of Parliament," in the first line thereof, and inserting in lieu thereof the words "with the consent of both Houses of Parliament signified by Resolution," and to amend the 9th Section of 55 Victoria, No. 22.

The said Bill will also contain all clauses usual in Bills of a like nature and necessary for effectuating the purposes and general objects of the said Bill as above set forth.

Your Petitioners therefore humbly pray for leave to introduce the said Bill.

And your Petitioners will ever pray, &c.

Dated this fourth day of August, One thousand eight hundred and ninety-nine.

The Common Seal of the Emu Bay Railway Company, Limited, was hereunto affixed by authority of the Directors, in the presence of

JOHN GRICE,
WILLIAM JAMIESON, } *Directors.* } (Seal.)
C. L. HEWITT, *Secretary.*

APPENDIX B.

AGREEMENT made this 28th day of June, 1899, between the Mount Dundas and Zeehan Railway Co., Ltd., of the one part, and the Emu Bay Railway Company, Ltd., of the other part. Whereby the first-mentioned Company (the Vendor) sells, and the last-mentioned Company (the Purchaser) purchases the railway lines, the property of the Vendor, constructed under its Tasmanian Acts of Parliament, and all rolling stock (if any), plant, and material, and everything pertaining to its railway lines and its Acts of Parliament, and Leases, for Twenty-two thousand five hundred Pounds (£22,500), to be paid on the purchaser being placed in funds from its debenture issue, and on transfer of the property and possession being given. The agreement between the Vendor and the Tasmanian Government to be also taken over by the Purchaser as from the time of transfer.

ALFRED HARVEY, *Chairman of Mt. Dundas and Z. R. Co.*
JOHN GRICE, *Chairman of Emu Bay Railway Co., Limited.*

Witness.—WM. RIGGALL.

Resolved that the Agreement for purchase of the line, &c., of the Mount Dundas and Zeehan Railway Company, Limited, dated the 28th day of June, 1899, and signed by the Chairman of this Company (a copy of which has this day been produced to the Board), be and the same is hereby confirmed.

Dated this seventh day of July, 1899.

(L.S.)

J. S. REID,
WILLIAM JAMIESON, } *Directors.*
C. L. HEWITT, *Secretary.*

Resolved that the Agreement for sale of the Company's line, &c., to the Emu Bay Railway Company, Limited, dated the 28th day of June, 1899, and signed by the Chairman of this Company (a copy of which has this day been produced to the Board) be and the same is hereby confirmed.

Dated this 17th day of July, 1899.

(L.S.)

ALFRED HARVEY,
ALFRED D. HEART, } *Directors.*
F. P. BURGESS, *Secretary.*

I, LAUCLAN KENNETH SCOBIE MACKINNON, of No. 120, William-street, Melbourne, in the Colony of Victoria, Notary Public by Royal Authority, duly admitted and sworn, practising at Melbourne aforesaid, do hereby certify and attest, unto all whom it may concern, that the writing contained in this and the preceding page contains a true and faithful copy of the original Agreement, and Resolutions confirming the

same, of which they purport to be copies—the same having been carefully examined and compared with the said originals.

In testimony whereof I have hereunto set my hand and affixed my Seal of Office, at Melbourne, aforesaid, this twenty-fifth day of July, one thousand eight hundred and ninety-nine.

(L.S.) L. K. S. MACKINNON, *Notary Public, Melbourne, Victoria.*

APPENDIX C.

*General Manager's Office, Railway Department,
Hobart, 18th August, 1899.*

SIR,

THE question submitted by your Committee to me is as follows :—

“Under the proposed Bill the Company junction with the Dundas-Zeehan Railway about 2 miles from Zeehan. (1.) In the event of the traffic between the Junction and Mæstries being unremunerative to the Company, what are their obligations under the Bill for running over the five miles between Mæstries and the Junction? (2.) In the event of forfeiture of the Railway for non-compliance, would it entail the forfeiture of the two miles between the Junction and Zeehan.”

Sub-section II. of Section IV. reads as follows :—

“The Company shall *work* the said branch Railway *under such Rules and By-laws as the Governor in Council may from time to time approve.*”

It appears to me to be a question for legal opinion as to whether the Governor in Council can, under this Clause, approve or disapprove of the number of trains which, under the Regulations of the Company, they may from time to time desire to run.

The second portion of the question is, I think, also one for legal interpretation, but were the matters submitted to me as arbitrator I should most undoubtedly say that, in the event of forfeiture of the railway for non-compliance with the Act, the lease as originally granted would be also forfeited to the Crown.

I have the honour to be,

Sir,

Your obedient Servant,

FRED. BACK, *General Manager.*

*The Chairman of the Committee on “A Bill to amend ‘The Van Diemen’s Land Company’s Waratah and Zeehan Railway Act,’”
Parliament House.*

EVIDENCE.

WEDNESDAY, 16TH AUGUST, 1899.

JAMES STIRLING, *called and examined.*

1. *By the Chairman.*—What is your name? James Stirling.
2. What is your position in the Emu Bay Railway Company? I am Engineer-in-Charge.
3. Do you produce certain plans showing proposed deviations in the Waratah-Zeehan Railway?
Yes.
4. You lay them on the table? Yes.
(Witness produced the plans, and described the proposed deviation to the Committee.)
5. Will you indicate what the Company propose now to do, and why they come to Parliament for an alteration of the Waratah-Zeehan Railway Act? We wish to deviate from the 45 miles 27 chains point on the original survey, and run the deviation from there, joining the Mount Dundas and Zeehan Railway at a point 30 miles 31 chains on the Strahan chainage, that is on the local chainage on that line.
6. What will be the distance from the deviation to the new junction? It will be 3 miles 23 chains.
7. What is the distance from the deviation to Leslie Junction? About 2 miles 56 chains.
8. And the distance from Leslie Station to the proposed new junction? 2 miles 6 chains, I think. It is from the 30 miles 31 chains point from Strahan to 32 miles 37 chains or thereabouts.
9. And what is the total distance from the proposed deviation to the proposed junction by the route you have at present to follow *via* Leslie Junction? 4 miles 62 chains.
10. You said the distance from the proposed deviation is 3 miles 23 chains—how much distance will be saved if the proposed deviation is approved? 1 mile 39 chains.
11. There will be a saving in distance, but you will have to construct more by the change of route: how much more? 47 chains more railway.
12. With reference to the crossing at the proposed deviation over the North-East Dundas Tramway, what will you have there? It will be an overhead crossing over 14 feet in height in the clear.

13. If the proposed deviation is approved, will it interfere with the running of the North-East Dundas Tramway in any way? In no way at all that I can see.

14. *By the Minister of Lands.*—Is it the intention of your Company to continue running the Railway to Dundas? You mean to continue running on that line. I believe so, but Mr. Hewitt, the Secretary to the Company, who is here, can give you information on that point.

15. We want to find out whether it is the intention of the Company to continue running or not the branch from that point to Maestries? Oh, we intend to run the line, as far as I know, and to increase the traffic right through.

16. You say there would be a saving of $1\frac{1}{2}$ miles or more in the distance under the new proposal: would that be an advantage to the Company and the public? Yes; we would save nearly two miles in the distance, and of course it would mean a proportionate reduction in charges.

17. *By Mr. Dumaresq.*—Would the new line interfere with the traffic of the existing North-East Dundas Tramway? I don't think it possibly can.

18. And there is no objection to your proposed new line on that ground? No; there is no traffic that I know of that would be likely to be objected to on that ground.

19. *By Mr. Mackenzie.*—Your charges to Strahan, will they be practically the same as now exist on your line or on the Dundas line—the Dundas Company have a fixed tariff on their line: are your charges the same? I could not tell you, as I don't know what the Dundas Company's charges are.

20. *By the Chairman.*—Is there any other matter you would like to bring before the Committee? No, there is nothing that I can think of.

21. *By Mr. Bird.*—Would it be possible for you, from that point at which your proposed line leaves the old one, to get to Dundas direct? No, we could not; we would only be coming back again. We should be going away from our line altogether, and going off our objective point. It is all high ground in between and all around, and we could not get through it.

22. How will this country be served if you abandon this line? There is only a distance of about 2 miles between the lines, a mile on each side. The Dundas line might take it within 1 mile, and the North-East Dundas Tramway the rest.

Witness withdrew.

CYRUS LENNOX HEWITT, *called and examined.*

23. *By the Chairman.*—What is your name? Cyrus Lennox Hewitt.

24. And what are you? I am Secretary to the Emu Bay Railway Company.

25. Has the Emu Bay Railway Company entered into an agreement for the purchase of the Mount Dundas and Zeehan Railway? Yes, they have.

26. Have you that agreement with you? Yes; I have a notarial copy, which I produce.

27. Does your Company intend to complete the agreement? Yes; they will pay over the money as soon as the title is perfected, or as soon as we are satisfied with the form of transfer.

28. How much money—roughly, I mean—has your Company expended in the construction of the line between Emu Bay and Zeehan? Considerably over £220,000 in actual works and plant.

29. And they are still pushing on with the line? Yes, we are now pushing on as hard as possible.

30. And when will you be in Zeehan? We hope in twelve months, but it is possible we may not be in in that time.

31. *By Mr. Hall.*—In the event of this Bill passing, Mr. Hewitt, is it the intention of your directors to continue traffic on the Zeehan and Dundas line? Yes, but the service will depend a good deal on the amount of freight that is offering. In any case the traffic will be at the least sufficient to comply with the obligations of the Act.

32. Then, it is not the intention to abandon that portion of the line which runs into what is known as Maestries? Not at all—that traffic will be continued. I desire to say, in reference to the rates that at present exist, speaking offhand, the rates on the Zeehan and Dundas Tramway are nearly three times our charges—that is the temporary charges we now make for traffic.

33. *By Minister of Lands.*—The charges on the Zeehan and Dundas line are being made according to schedule: they are much heavier than rates elsewhere? Yes, and they are higher than our rates.

34. The Dundas rates are higher than your rates? Oh, yes, much higher.

35. Will you have differential rates if this Bill is approved, or will they be the same from Burnie to this point? We shall have the same rates; we shall not differentiate for a mile or so, certainly not.

FREDERICK BACK, *called and examined.*

36. *By the Chairman.*—Your name is Frederick Back, and you are the General Manager of Railways for Tasmania? Yes.

37. Have you looked through the Bill now before the Committee to amend the Van Diemen's Land Company's Waratah-Zeehan Railway Act? Yes.

38. Do you see any objection to the Bill from a Government point of view? No. I have practically no objection, but I see that in the second Section you strike out the words "distant not more than one mile from the station on such railway known as Leslie Junction." I take it that the Emu Bay Company want to alter for their convenience the junction, one two, three or four miles, as the case may be, proposing to junction at two miles—(The Chairman explained by the plan.) I don't think there is any objection, but it occurred to me that nothing was proposed to take the place of the words struck out.

39. If you refer to the 13th Section of the Act, you will see the alteration has to be approved: will that be sufficient? There is no objection if the alteration has to be approved by the Governor in Council. In point of fact it will alter this to enable the Company to junction with the Mount Dundas line at any point with the approval of the Governor in Council. If the line were bought by the Government, the further they keep away from Zeehan the more they would have to pay for running powers.

40. *By Mr. Urquhart.*—That would be at the expense of the public, as the line will be a mile and a half longer? Not necessarily. I suppose they would pay for extra mileage.

41. *By the Chairman.*—Do you know this country well? Yes, a good deal of it.

42. Would it be practicable for the Emu Bay Company to junction with the Dundas line—I mean to junction at any point within the two-mile peg? They could, and perhaps their present proposal is the best on the whole. I don't think there is any objection. I thought it right to mention the other matter. In my official position I should offer no objection whatever.

43. *By Mr. Hall.*—Will the Emu Bay Railway interfere with your traffic between the point where they cross your line between that and the fourth mile—will it interfere with any traffic on the North-East Dundas Tramway, or have you any traffic between these points? Our traffic would go to the North-East Dundas Road. We should be miles apart. The interference would be the same as we now have from the Mt. Dundas Company's line.

44. I don't understand; have you any traffic between Zeehan and the point named? Any competition that might come to us by junction of their line would be the same at present, as they could still use the present line.

45. Are there no mines at work between the two miles and the four miles? We can't reach the Comet, Anderson's, Maestries, and those mines: they are not accessible by our 2-ft. line.

46. *By Minister of Lands.*—Is that traffic remunerative from a public company standpoint—would it be such traffic as would induce a private company to run trains for it? It about pays expenses. We work it for the company, and realise a shade over working expenses.

47. In the event of that traffic being unremunerative to the Emu Bay Company, what would be the position of the Government and the Government Railways—would you be able to make some conditions for running as you do now for the Emu Bay Company, or would you be entirely in their hands? In that event, the Emu Bay Company can make a working agreement, I think, under the Act.

48. I understand the obligations of the Emu Bay Company are no obligations at all as to running, if the traffic is unremunerative—they may run it just to suit their own convenience, and not the convenience of the public, perhaps at a loss, as the Government have to do? Their obligations would be the same as those of the Dundas and Zeehan Railway Company—exactly the same. That Act was never referred to me before it was passed, so that I had nothing to do with it.

49. It seems to me the obligations are vague, and it might be that one train a week would fulfil them—that would not suit the people, nor the convenience of the public.—If it were a Government line, even if unremunerative, we would have to keep up the service? There is an agreement; I think it is in the lease. (The Chairman read the clause in the Dundas and Zeehan Railway Act as to traffic obligations.) I think the conditions of the lease or of the Act are that, if they cease to run trains the lease is *ipso facto* forfeited. (The Chairman read the clause of the Act.)

50. That is very vague—suppose from a railway company standpoint the traffic became unremunerative, and the company did not see its way, or did not choose to run trains in future, does their obligation compel them to run—I want to know whether any power exists, or whether you as Manager of Railways could run trains over that line. If not, we should either have to build the people a road, or provide for the traffic in some way—we could not turn them up? I see that, and I should like to look this point up. If they manage the line, the Government would have to pay for running powers.

51. Then we should have to pay for running powers that might be unremunerative? Yes, I believe so; but I should like to consult the lease and see how it stands. I would like to take time and look the matter up, and I will give you my answer in writing.

52. *By Mr. Mackenzie.*—From what I gather from you the work of the Dundas line is not very great? Not at present.

53. Is there a possibility of increase in the traffic? Yes.

54. Do any of the Government lines, or would any of the Government lines, tap any of that country? No.

55. So that the whole of that district would have to be served by this line? An impetus has been given to prospecting in this district since the smelters have been erected. You know the Brewery Junction; on the right-hand side is the Adelaide Proprietary's find. That is a section on which there is a good deal of low-grade ore, and that would be served by the construction of a tramway about two miles in length. I was up in that country some little time back, and I am told the smelting company are making arrangements to take the ore for treatment. There is a good deal of low-grade ore in the district, and so there should be no trouble in finding traffic. Of course, there is always speculation in the matter of ore traffic, but if the ore is turned out in the way these prospectors propose to do there should be more as to traffic.

56. Is that part of the country where the Emu Bay Company now proposes to junction near the terminus at Dundas? No.

57. The Emu Bay Company could not junction at the Dundas terminus? No, that would be quite out of the way. The line runs into a *cul de sac*, and they could not get through in any way.

Witness withdrew.

As amended by the Select Committee.

A

B I L L

TO

Amend "The *Van Diemen's Land Company's Waratah and Zeehan Railway Act.*" A.D. 1899.

WHEREAS by "The *Van Diemen's Land Company's Waratah and Zeehan Railway Act*" (hereinafter referred to as "the said Act") it was declared that it should be lawful for the Minister of Lands and Works, with the consent of the Governor in Council, to grant to the *Van Diemen's Land Company*, for a term of Thirty years, in accordance with the provisions of the said Act, a Lease of any Crown Land, not exceeding One chain in width, for the construction and maintenance and working of a Railway from a point on the *Emu Bay and Bischoff* Railway to a point on the Mount *Dundas and Zeehan* Railway, distant not more than One mile from the Station on the last-mentioned Railway, known as *Leslie Junction* :

And whereas the said *Van Diemen's Land Company* did, with the consent of the Governor in Council, assign and transfer all the rights, powers, privileges, benefits, concessions, and advantages conferred on the said Company by the said Act to The *Emu Bay Railway Company, Limited* :

And whereas the Minister of Lands did on the Twentieth day of *June*, One thousand eight hundred and ninety-eight, grant to the said *Emu Bay Railway Company, Limited*, a Primary Lease of Crown Land, for the purpose of constructing, maintaining, and working the Railway mentioned in and provided by the said Act :

And whereas The Mount *Dundas and Zeehan Railway Company, Limited*, has agreed to sell, and the said *Emu Bay Railway Company, Limited*, has agreed to purchase the rights of The Mount *Dundas and Zeehan Railway Company, Limited*, under "The Mount *Dundas and Zeehan Railway Act*" and "The Mount *Dundas and Zeehan Railway Act Amendment Act*," and under a Lease dated the Third day of *February*, One thousand eight hundred and ninety-one, made between the then Minister of Lands and Works of the one part and *John Dye La Monte* and *John Russell* of the other part, which said Lease was transferred to the said Mount *Dundas and Zeehan Railway Company, Limited*, by deed dated the Seventeenth day of *February*, One thousand eight hundred and ninety-one, and under a Lease dated the Tenth day of *November*, One thousand eight hundred and ninety-two, and made between the then Minister of Lands and

[*Private.*]

PREAMBLE.
59 Vict., *Private.*

54 Vict. No. 54.
55 Vict. No. 22.

* * The words proposed to be inserted are enclosed in parentheses ().

2 *V.D.L. Co.'s Waratah-Zeehan Railway.* [63 VICT.]

- A.D. 1899. — Works of the one part and the last-mentioned Company of the other part, and the railway lines constructed thereunder and all rolling-stock, plant, and material pertaining to the said railway lines :
 And whereas it is desirable to further amend the said Act in the manner hereinafter appearing : 5
 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 :—
- Short title. **1** This Act may be cited for all purposes as “The *Van Diemen's Land Company's Waratah and Zeehan Railway Act, 1899.*” 10
- Amendment. **2** The words “distant not more than One mile from the station on such railway known as Leslie Junction” in the seventh, eighth, and ninth lines of the Fourth Section of the said Act, and the same words in the fourth and fifth lines of the Thirteenth Section of the said Act (and the words “at the station on the last-mentioned Railway known 15 as *Leslie Junction*, or at a point distant not more than One mile from such station to be mutually agreed upon, or to be decided in case of difference in the manner provided in Section Seventeen,” in the second, third, fourth, and fifth lines of the Fifteenth Section of the said Act,) are hereby expunged from the said Act. 20
- (A)** All the words after the word “parties” in the seventh line of the Seventeenth Section of the said Act are hereby expunged, and there shall be inserted in lieu thereof the words “then all such disputes, questions, and differences shall be referred to the determination of Two Arbitrators, one of whom shall be appointed by the Company, and the 25 other by the said Proprietors, or an umpire to be appointed by the said Arbitrators before they enter upon the reference, and every such reference shall be subject to and in all respects conform to the provisions in that behalf contained in ‘The Arbitration Act, 1892,’ or any statutory modification or re-enactment thereof.”) 30
- Amendment. **3** In the place of the words “of Parliament” in the first line of the Thirty-fourth Section of the said Act the words “of both Houses of Parliament signified by resolution” are hereby inserted.
- Amendment to the Act. 55 Vict. No. 22. **4** In the place of the words “of Parliament” in the first and second lines of the Ninth Section of “The Mount *Dundas and Zeehan* 35 *Railway Act Amendment Act*” the words “of both Houses of Parliament signified by resolution” are hereby inserted.
- Act and leases to be read as altered by this Act. **5** The said Act (“The Mount *Dundas and Zeehan Railway Act*,” and “The Mount *Dundas and Zeehan Railway Act Amendment Act*,”) and any Lease(s) issued or to be issued thereunder shall be read 40 and construed accordingly, anything in the said Act(s) or Lease(s) inconsistent with this Act notwithstanding.
- Acts to be read together. **6** This Act, the said “*Van Diemen's Land Company's Waratah and Zeehan Railway Act*,” and “The *Van Diemen's Land Company's Waratah and Zeehan Railway Act, 1896*,” and “The *Waratah and* 45 *Zeehan Railway Act Extension Act, 1899*,” shall be read and construed together as one Act, and may for all purposes be referred to as “The *Emu Bay Railway Company's Acts.*”