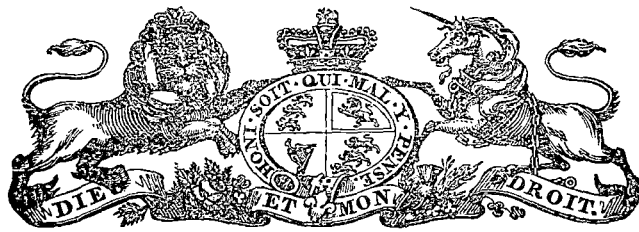


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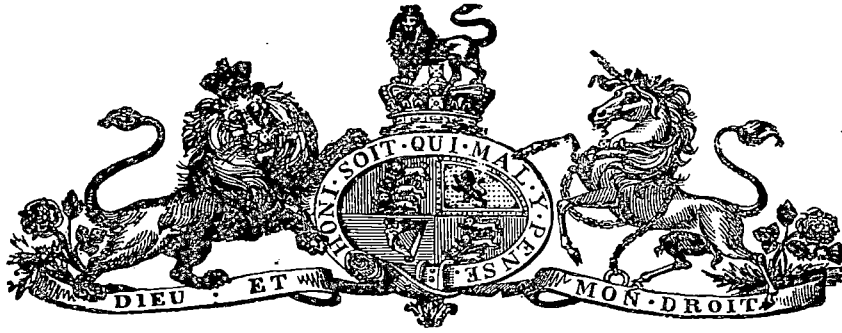
PARLIAMENT OF TASMANIA.

EMU BAY RAILWAY COMPANY, LIMITED:

A G R E E M E N T.

Presented to both Houses of Parliament by His Excellency's Command.

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THE HON. THE MINISTER OF LANDS AND WORKS

WITH

THE EMU BAY RAILWAY COMPANY LIMITED.

AGREEMENT.

MEMORANDUM OF AGREEMENT made this _____ day of _____ 1901 between the Honourable EDWARD MULCAHY being and as the Minister of Lands and Works for the time being of the State of Tasmania (hereinafter called "the Minister" which expression shall also include his successors and assigns where the context so requires or admits) of the one part and the Emu Bay Railway Company, Limited (hereinafter called "the Company" which expression shall also include its successors or assigns where the context so requires or admits) of the other part: WHEREBY it is agreed as follows:—

1. The Minister shall on behalf of the Government of Tasmania work from the 19th day of June 1901 to the 19th day of June 1903 inclusive the railway belonging to the Company from Zeehan in Tasmania to a point at Dundas in Tasmania in or near Mineral section 2372-87M at Dundas and constructed 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 1891 and of "The Mount Dundas and Zeehan Railway Act Amendment Act (55 Vict. No. 22) and the lease made thereunder dated the 10th day of November 1892 and also the Telegraph line erected by the Company in connection with the said railway upon the terms and conditions following that is to say—

1. The Minister shall provide all locomotives carriages wagons and other rolling stock and the necessary staff of locomotive and traffic men and also the necessary management and supervision of the traffic branch.

2. The Minister shall receive on behalf of the Government all gross receipts and income of the said Railway and also of the said Telegraph line erected by the Company and shall render to the Company full accounts monthly of the receipts and expenditure in connection with the working of the said Railway and Telegraph line.

3. The Company shall during the continuance of this Agreement keep the said Railway and all buildings works fences and other erections used in connection therewith in proper maintenance repair and condition so that the said Railway shall be at all times fit and safe for traffic and subject to the provisions of this Agreement shall duly conform to the provisions of the said Acts and perform and observe the covenants and conditions contained in the said leases issued thereunder respectively.

4. The Company shall keep the said Telegraph line in repair, and shall supply new instruments and material of all kinds which may reasonably be required by the Minister.

5. In consideration of the Minister working the said Railway and Telegraph line in accordance with this agreement, the Minister shall be entitled in each month during the continuance of this agreement to retain out of the gross receipts and income of the said Railway and Telegraph line a sum equal to £3 10s. per working day for such month, and shall pay the balance of such gross receipts and income to the Company.

6. In the event of the gross receipts and income from the said Railway and Telegraph line in any month not being sufficient to allow of the retention by the Minister of the amount mentioned in Clause 5 of this Agreement, the Company agrees to pay to the Minister such sum as will make the amount received from the Company by the Minister for working the said Railway and Telegraph line equal to £3 10s. per working day during such month. If on any day or days during the continuance of this agreement a special train shall be run on the said railway then the Minister shall be entitled as a first charge to retain the sum of £3 10s. out of the gross earnings of any such special train over and above the said sum of £3 10s. hereinbefore authorised to be retained by the Minister or agreed to be paid by the Company to the Minister.

7. If at any time during the continuance of this Agreement no trains shall be run when there is a necessity for running trains and no reasonable cause for not running such trains shall be assigned by the Minister the Company shall not be called upon to pay the sum of £3 10s. per day so long as the stoppage shall continue but except as provided in this Clause the retention or payment of the said sum of £3 10s. or part retention and part payment thereof as the case may be shall be continued during the continuance of this Agreement. Provided that nothing in this Clause contained shall be deemed to affect the discretionary power of stopping the running of trains conferred upon the General Manager of Railways by Clause 8 of this Agreement.

8. Should the General Manager of Government Railways at any time consider that the line is unfit for the running of trains thereon it shall be lawful for him to stop the running of trains until a Government Engineer or Inspecting Officer appointed by the said General Manager shall report to him in writing that the necessary repairs additions and renewals have been made so as to render the line fit for traffic. The Company shall pay to the Minister the said sum of £3 10s. for each day of such stoppage.

9. It shall be lawful for the Minister or any person or persons authorised by the General Manager of Government Railways at any time during the continuance of this Agreement upon giving reasonable notice to the Company (unless the giving of such notice is in the opinion of the Minister impracticable) to enter upon and inspect the said Railway and works and to examine the state of maintenance and repair thereof and of the said telegraph line and in the event of any defects therein of such defects to give notice in writing to the Company who shall be bound to repair and remedy the same. The Company shall if it shall have received notice thereof be entitled by its representative or representatives to be present during such inspection and shall render all reasonable assistance and information in connection therewith. The Minister shall be under no responsibility in the event of any accident occurring through any defect in the line of Railway or in the maintenance thereof and the Company hereby agrees to indemnify the Minister in respect of any action claim or demand arising from any such accident.

10. 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 or regulations duly and lawfully made or fixed by the Company.

11. The charge for carriage of mails shall be £15 per mile per annum.

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

13. 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.

14. All disputes in connection with this Agreement or with the working or maintaining of the said Railway and Telegraph line and any question or difference that may arise in connection with the said railway or Telegraph line shall be decided by the General Manager of Railways.

15. If at any time before the 19th day of June 1903 either of the parties to this Agreement shall be desirous of determining this Agreement and shall give three calendar months notice of such desire in writing to the other party then and in such case immediately after the expiration of the said three calendar months this Agreement and everything herein contained shall cease and be void but without any prejudice to any claim by either party against the other in respect of any antecedent breach of any of the conditions herein contained.

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