

(No. 71.)



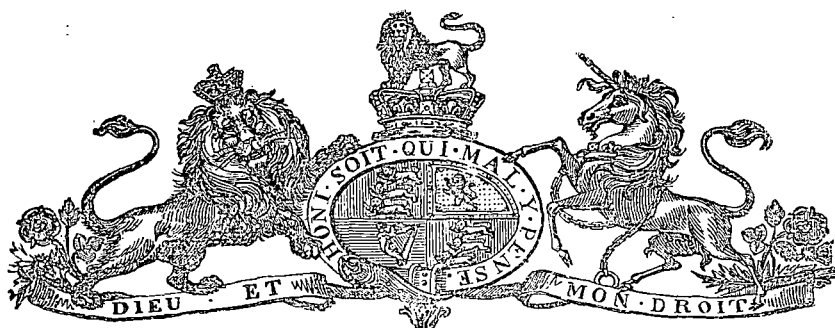
1890.

PARLIAMENT OF TASMANIA.

PURCHASE OF THE MAIN LINE RAILWAY:

CORRESPONDENCE, &c.

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



PURCHASE OF THE MAIN LINE RAILWAY.

(Continuation of Paper No. 150 of 1889.)

TELEGRAM.

The Premier to the Agent-General.

Hobart, 22nd November, 1889.

(Translation.)

BILL passed authorising purchase line of Railway, million inscribed stock, three and half per cent. currency, not exceeding fifty years. Amount named covers all properties of Railway Company in Colony or in transit from the date of purchase, also compromises appeal to Privy Council and settles all disputes. Authority extends to 30th June. Bill gives Government power take over any other contracts or obligations of Railway Company entered into prior to purchase. Prorogation of Parliament in a few days, so that there will be opportunity to consider any offer by Railway Company. Circulate above information widely, and use every legitimate means through press and otherwise endeavour to induce shareholders seize present favourable opportunity.

TELEGRAM.

Hobart, 22nd November, 1889.

PARLIAMENT passed Railway Purchase Bill, one million, inscribed three and half stock, and covering all disputes, all stock, and all contracts. Copy of Bill and letter to you follow this. Grant has communicated Bill to Directors.

P. O. FYSH.

R. SPEIGHT, *Esq.*, Melbourne.

Premier's Office, Hobart, 26th November, 1889.

MY DEAR SIR,

As I have previously advised you by cable, Parliament refused to sanction £1,125,000 as the purchase price of the Main Line Railway Company's property.

Subsequently an amendment was carried substituting £1,000,000, and with instructions to Ministers to bring in a Bill giving effect thereto, and as a result the measure, of which I enclose a copy, has now passed through all its stages.

I have cabled the text of this Bill to the Agent-General, but in recollection of negotiations having been thus far passed through you, I have refrained from giving Mr. Braddon any instructions save to give the greatest possible publicity to the facts of the case in England, so that the proprietors of the Main Line Stock may press upon their Directorate the advisability of accepting such a sum as giving a handsome return for capital invested in the undertaking, and as an agreeable termination of all strife between the Government and the Company.

I am aware that Mr. Grant has also considered it to be his duty to cable the terms of the Bill to his Directors, and possibly he may receive some instructions thereon. So far he has been advised of their disappointment that Parliament did not ratify the terms for purchase cabled by you from Launceston on 4th instant.

I may add, that the Bill has been framed by the Crown Law Officers and the Solicitors of the Main Line Railway Company conjointly.

I am, &c.

P. O. FYSH.

R. SPEIGHT, *Esq.*, Chairman of Railway Commissioners, Melbourne

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart, 28th November, 1889.*

SIR,

I HAVE the honor to inform you that, consequent upon the passing of the Bill through Parliament authorising the purchase of the Main Line Railway for the sum of £1,000,000, I felt it my duty to communicate full particulars of such Bill to the Directors of the Main Line Railway Company, Limited, in London, although hitherto I have not taken part in the negotiations for the purchase of the Line, between the Government and the Company. I am this day in receipt of a telegram in reply, which states:—"Any variation of sixth November agreement impossible." This decision appears to have been strengthened by their knowledge that Mr. Speight estimated the intrinsic value of the Line at a much higher amount.

I have, &c.

C. H. GRANT.

Hon. P. O. FYSH, M.L.C., Premier.

FORWARDED for the information of Ministers.

By direction of the Premier,

JAMES ANDREW, *Secretary.*
29th November, 1889.

NOTED.

ALFRED T. PILLINGER.
29. 11. 89.

FORWARDED to the Hon. the Treasurer.

By Order,

H. E. PACKER, *Ministerial Clerk.*
29. 11. 89.

PERUSED, and returned to the Hon. Premier:

B. S. BIRD.
30. 11. 89.

TELEGRAM.

10th December, 1889.

Cable result meeting sixteenth, Railway Shareholders.

P. O. FYSH, *Premier, Hobart.*

AGENT-GENERAL, *London.*

The Agent-General to the Premier.

London, 17th December, 1889.

(Translation.)

MEETING Railway Company authorise to accept not less than £1,125,000 subject to provision made for Executive not transfer to Public Service. Chairman stated meeting summoned to take into consideration terms proposed 6th November not in your telegram of 22nd November.

MY DEAR MR. FYSH,

IT has occurred to me that the full rendering of the telegram herewith will be in the obscure portion—"subject to the condition that provision be made for the Executive (of the Company, viz., Directors, Grant, &c.,) who are not transferred to the Public Service" when the Railway is taken over by us.

Yours truly,

B. S. BIRD.
18. 12. 89.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart, 18th December, 1889.*

MY DEAR MR. BIRD,

I HAVE a cablegram from London which states that the General Meeting of the Tasmanian Main Line Railway Company, Limited, last Monday, was largely attended, and were entirely unanimous in empowering the Directors to dispose of the Line to the Government on the minimum terms agreed upon provisionally on the 6th November last. Mr. Price-Williams is to leave London for Tasmania early in January to see Mr. Speight and arrange all details.

I presume this latter portion is contingent upon the Government desiring to proceed with negotiations, as to which you will doubtless kindly inform me.

Shall I make this communication in a more formal manner, or are you advised by Mr. Speight to the same effect?

Yours truly,

Hon. B. S. BIRD, Treasurer.

C. H. GRANT.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart, 20th December, 1889.*

SIR,

I HAVE the honor to inform you of the receipt of a cablegram from London which runs to the following effect:—

“Large Meeting of Shareholders unanimously empowered Board of Directors to sell on the minimum terms agreed to on the 6th day of November last. Mr. Price-Williams will sail on the 10th day of January next to see Mr. Speight and arrange all details.”

I am not instructed to communicate this to you, since it will probably be done officially by Mr. Price-Williams through Mr. Speight; but it appears desirable that I should be informed whether the arrival of Mr. Price-Williams about the middle of February next will be at an opportune time to discuss with the Government the details of purchase; or whether you would desire that his visit be postponed to a later period, in connection with the meeting of Parliament.

Any information you could give me on this point to guide the movements of Mr. Price-Williams would be esteemed a great favour by

Your obedient Servant,

C. H. GRANT.

Hon. B. S. BIRD, M.H.A., Treasurer.

Treasury, 23rd December, 1889.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 20th instant, forwarding copy of cablegram you received from London re Tasmanian Main Line Railway Shareholders' meeting, &c.

From the general tenor of the cablegram, and especially from the statement that Mr. Price-Williams is about to sail to arrange all details, it would almost appear that the Shareholders assume that the Government are ready to buy the line on the terms named on 6th November last; whereas, as you well know, the Government is only authorised to buy at a figure not exceeding £1,000,000. Unless, therefore, Mr. Price-Williams is coming with authority to sell the line for less than the sum named at the Shareholders' meeting, he will probably find that he is only wasting his time by coming here before Parliament meets in July next, if, indeed, he should not also even then find that his mission is useless, unless he has power to close at a lower figure than that named as the minimum by the Company.

I have, &c.

B. STAFFORD BIRD, *Treasurer.*

C. H. GRANT, *Esq., Manager T. M. L. Railway,
Limited, Hobart.*

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart, 28th December, 1889.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 23rd instant, in which you suggest that unless Mr. Price-Williams bears with him from my Directors authority to dispose of the Main Line Railway for less than the sum presumed to be mentioned as the minimum at the Shareholders' meeting, he may not succeed in doing business with you before the next meeting of Parliament in July, if then; and that his journey may be useless, unless he has power to complete the sale at a less amount.

This information has been duly communicated to my Board in a cablegram, and they will doubtless fully realise its import.

I have, &c.

C. H. GRANT.

Hon. B. S. BIRD, M.H.A., Treasurer.

Premier's Office, 21st February, 1890.

MY DEAR MR. SPEIGHT,

AFTER the correspondence, of which I enclose copies, I was surprised yesterday to receive clipping, as enclosed, from *Railway News*, announcing that Mr. Price-Williams is *en route* to complete with Mr. Speight the purchase and sale of the Railway with the Government.

Kindly cable to me if I am to expect a visit shortly.

Yours truly,

P. O. FYSH.

“RAILWAY NEWS.”

4th January, 1890.

“WE understand that Mr. Price-Williams, C.E., sails for Melbourne, Tasmania, and New South Wales, on the 10th instant, to complete with Mr. Speight, who was appointed by the Tasmanian Government to act with him on their behalf in the matter of the agreement for the purchase by the Government of Tasmania, of the undertaking of the Tasmanian Main Line Railway Company, to which reference was made in this paper of a week or two since.”

Melbourne, 20th February, 1890.

MY DEAR SIR,

I DULY received your letter, enclosing copy of the Act authorising the purchase of the Tasmanian Main Line Railway for a sum not exceeding £1,000,000, 3½ per cent. Inscribed Government Stock.

I refrained from writing you at the time, as your letter seemed to leave the matter in a position not necessitating immediate action on my part, a view confirmed by the absence of any specific direction from you.

Mr. Price-Williams, however, having just arrived here, and having called upon me in continuance of our negotiations, is the cause of my now writing you.

He has full authority for dealing with the question; and, as I have already told you, I think it will be a matter for regret for all time if the present opportunity for acquiring the property is not availed of.

I should be glad to do all in my power to facilitate the completion of a negotiation which, beyond doubt, must confer great advantages upon Tasmania, and any service I can render is readily placed at your disposal.

Yours faithfully,

R. SPEIGHT.

P. O. FYSH, Esq.

TELEGRAM.

The Premier to the Agent-General.

Hobart, 21st February, 1890.

(Translation.)

ENQUIRE Bircham earliest possible date on which Appeal to Privy Council can be heard. Reply by Telegraph.

TELEGRAM.

The Agent-General to the Premier.

London, 24th February, 1890.

(Translation.)

IF Respondents appear at once and facilitate. Appeal can be heard about June—July. If they do not appear or having appeared they do not facilitate not less* than November.

*Earlier.

TELEGRAM.

The Agent-General to the Premier.

London, 27th March, 1889.

(Translation.)

RAILWAY Company will afford facilities.

ASCERTAIN whether Railway Company afford such facility as necessary hearing Appeal to Privy Council June, July.—18. 3. 90. P.O.F.

FORWARDED to the Hon. the Attorney-General.

By direction of the Premier,

JAS. ANDREW, Secretary.
28th March, 1890.

TELEGRAM.

The Agent-General to the Premier.

London, 31st March, 1890.

(Translation.)

EARLIEST possible date, 15th July.

FORWARDED to the Hon. the Attorney-General.

For the Premier,

JAS. ANDREW, Secretary.
1st April, 1890.

THE Attorney-General would like the Premier to communicate with the Agent-General by the mail which closes to-morrow, and which will arrive in London on 12th May, requesting him to reply by wire, stating within what period after 15 July we may confidently rely on the Appeal being heard.

A. INGLIS CLARK.
1st April, 1890.

No. 695.

Premier's Office, Hobart, 2nd April, 1890.

SIR,

IN reference to our telegraphic communications respecting the date for hearing the Appeal to the Privy Council in the Tasmanian Main Line Railway dispute, copies of which are elsewhere transmitted for verification, I have the honor to request that immediately on receipt of this despatch you will endeavour to ascertain, and inform me by telegraph, within what period after 15th July the Government may confidently rely upon the appeal being heard.

It is important that this information should be obtained as soon as possible, so that the date on which the Attorney-General will leave for England may be arranged.

I have, &c.

P. O. FYSH.

E. N. C. BRADDON, *Esq., Agent-General for Tasmania, London.*

No. 847.

*Office of the Agent-General for Tasmania, Westminster Chamber,
5, Victoria-street, London, S.W., 28th February, 1890.*

SIR,

IN conformity with instructions conveyed by your cablegram of the 21st inst., I consulted Messrs. Bircham & Co. as to the probable date when the Privy Council would hear our appeal in the Main Line Railway case, and I have now the honour to convey *in extenso* the opinion given and transmitted to you in reduced form on the 24th inst.

That opinion is as follows:—"If Respondents appear at once and facilitate, Appeal can be heard about June or July. If they do not appear, or appear and do not facilitate, Appeal cannot be heard till November."

I was surprised to hear from Messrs. Bircham & Co. that the Tasmanian Crown Solicitor had communicated with them direct in regard to this Appeal, instructing them to retain Sir H. Davey. I would submit that it is preferable that such communications should pass through your office and mine.

I have, &c.

*The Hon. the Premier, Hobart, Tasmania.*E. BRADDON, *Agent-General.*

FORWARDED to the Hon. the Attorney-General, with special reference to the last paragraph.

By direction of the Premier,

JAS. ANDREW, *Secretary.*
2nd April, 1890.

THE Crown Solicitor communicated directly with Messrs. Bircham & Co. under my instructions, and I am of opinion that such is the preferable course to pursue when explanations and discussions of legal points are to be communicated.

A. INGLIS CLARK.
2nd April, 1890.*Attorney-General's Office, Hobart, 3rd April, 1890.**Re Tasmanian Main Line Railway Co. v. the Queen.*

MEMORANDUM.

IN reference to the observations of the Agent-General upon the propriety of the Crown Solicitor communicating directly with Messrs. Bircham, contained in his letter to the Premier which was forwarded to me yesterday, and on which I endorsed that the Crown Solicitor had acted under my instructions, and that I was of opinion that such was the best course to pursue when explanations and discussions of legal points were to be communicated, I desire to add that it is necessary that all such communications as I have mentioned should go directly from the Crown Solicitor to our Solicitors in London, in order to have them included in our bill of costs if we are successful in our appeal. All instructions given by the Crown Solicitor to Messrs. Bircham will be recognised by the taxing officer on the same principle that all necessary correspondence between a country solicitor and his town agents are recognised as chargeable in an ordinary action in our Supreme Court; but if our instructions to Messrs. Bircham pass through the Agent-General we shall not be allowed to include them in our bill of costs, because they will be regarded as having been given originally in London by the Colony's Agent there, and not as having come from the Crown Solicitor in the Colony who has the conduct of the case for the Colony.

A. INGLIS CLARK.

The Hon. the Premier.

No. 705.

Premier's Office, Hobart, 9th April, 1890.

SIR,

IN reference to the concluding paragraph of your despatch, No. 847, of 28th February, with regard to the action of the Crown Solicitor in communicating direct with Messrs. Bircham and Company on the

subject of the appeal by the Government to the Privy Council in the Main Line Railway dispute, I have the honor to enclose herewith copy of a Memorandum by the Attorney-General in explanation of the circumstance, and stating that the course referred to was adopted by his instructions.

The occasion is, in my opinion, one in which the usual procedure may with advantage be departed from, a view, after perusal of Mr. Clark's remarks, you will, I am sure, concur in.

In regard to the instructions to Messrs. Birchain to retain Sir H. Davey, I have to express my regret that the Crown Law Officers did not follow the recognised practice.

I have, &c.

P. O. FYSH, *Premier.*

E. BRADDON, *Esq., Agent-General for Tasmania, London.*

TELEGRAM.

The Premier to the Agent-General.

Hobart, 14th April, 1890.

(Translation.)

CAN we rely upon hearing Appeal within a month after that date?

TELEGRAM.

The Agent-General to the Premier.

London, 17th April, 1890.

(Translation.)

Most probably.

No. 877.

*Office of the Agent-General for Tasmania, Westminster Chambers,
5, Victoria-street, London, S.W., 27th March, 1890.*

SIR,

IN compliance with your cablegram, received on the 18th inst., I addressed the Secretary of the Tasmanian Main Line Railway Company, asking him if his Company would facilitate our appeal to the Privy Council, and in conformity with his reply, received to-day, I have cabled to you as follows:—"Railway Company will afford facilities."

I have now the honor to forward copies of correspondence between this Office and the Secretary of the Tasmanian Main Line Railway on this point.

I have, &c.

The Hon. the Premier, Tasmania.

E. BRADDON, *Agent-General.*

FORWARDED to the Hon. the Attorney-General.

By direction of the Premier,

JAS. ANDREW, *Secretary.*
30th April, 1890.

PERUSED and returned.

A. INGLIS CLARK.
1 May, 1890.

No. 391.

*Office of the Agent-General for Tasmania, Westminster Chambers,
5, Victoria-street, S.W., 18th March, 1890.*

SIR,

IN reply to a cable message recently received from the Premier of Tasmania; I wired the following information in regard to the Privy Council Appeal, *Tasmanian Government v. Tasmanian Main Line Railway Co.*:—

"If Respondents appear at once, and facilitate, appeal can be heard about June or July. If they do not appear, or appear and do not facilitate, appeal cannot be heard until November."

I have to-day received a telegram instructing me to ascertain whether the Company will afford the facility necessary for having the Appeal heard in June or July; and I have now the honour to ask whether your Company, as Respondents, will appear and facilitate, so that this appeal may be disposed of at the earliest opportunity.

I have, &c.

E. BRADDON, *Agent-General.*

To the Secretary Tasmanian Main Line Railway Co.

*Tasmanian Main Line Railway Company, Limited,
Gracechurch Buildings, 79½, Gracechurch-street, London, E.C.; 26th March, 1890.*

SIR,

YOUR letter of the 18th March was before the Board of this Company on the 25th instant; and I am directed to reply that the Company's Solicitors entered an appearance some time ago; and they will take such steps as Counsel may consider proper and for the due determination of the Appeal.

I have, &c.

WM. DAVISON, *Secretary.*

The Hon. E. BRADDON, Agent-General for Tasmania.

*Office of the Agent-General for Tasmania, Westminster Chambers,
5, Victoria-street, S.W.; 27th March, 1890.*

SIR,

I HAVE the honor to acknowledge the receipt of and to thank you for your letter of yesterday's date, and to inform you that, in accordance with its contents, I have this morning cabled to the Tasmanian Government that your Company will facilitate the hearing of the Appeal to the Privy Council, so that it may be disposed of at the earliest opportunity.

I am, &c.

E. BRADDON, *Agent-General.*

WM. DAVISON, *Esq., Secretary Tasmanian Main Line
Railway Company, Limited, 79½, Gracechurch-street, E.C.*

TELEGRAM.

*Spencer-street Railway Station, Melbourne,
26th April, 1890.*

HAVE offer from Price-Williams. Write you by *Flora* to-day.

R. SPEIGHT.

Hon. P. O. FYSH, M.L.C., Tasmania.

TELEGRAM.

25th April, 1890.

HAS Price-Williams left any offer of Railway to this Government?

P. O. FYSH.

R. SPEIGHT, *Esq., Chairman Railway Commissioners, Melbourne.*

Melbourne, 26th April, 1890.

MY DEAR SIR,

I RECEIVED your telegram, and replied to it that I was writing you to-day.

I received a communication from Mr. Price-Williams making a firm offer, but as I intended in sending it to you to write you fully upon the advantages to Tasmania of now closing the matter, I delayed forwarding it until I could do so.

Illness from the prevailing epidemic, followed by a busy and exhaustive attention to my own Railway matters here, has prevented my doing so, and I am not ready to catch this mail to forward you such a Report to-day.

I gather, however, from your telegram that you desire to be in possession of the offer, and I now send it, and will, if you desire it, send a Report afterwards.

I have so fully explained in our several interviews the advantages of your acquiring the Railway that it may be scarcely necessary to report my opinion that this opportunity of closing the matter should not be lost.

Mr. Price-Williams, I understand, is leaving for London on 24th May.

Yours faithfully,

R. SPEIGHT.

Hon. P. O. FYSH.

Hobart, March 22nd, 1890.

TASMANIAN MAIN LINE RAILWAY.

MY DEAR SIR,

I fully recognise the difficulty you have pointed out, of the Government under existing circumstances taking the initiative in any further action for the acquirement of this Company's undertaking, without their having from me, as the Company's representative, a firm offer, in order to enable them to submit it to Parliament.

Having regard to this, and to the importance in the interests of the Colony and of the Railway Company, of speedily and finally settling these long pending negotiations, I, under the powers given me by the Directors under the common seal of the Company, dated 8th January last, and which I have shown you, now make you, as the representative of the Tasmanian Government in these negotiations, the following firm offer, conditional upon its acceptance by the Government, and their undertaking to get it speedily ratified by Parliament.

This offer is as follows :—

To deduct from the £1,125,000 (the sum in cash we mutually agreed upon as the purchase money on the 5th of September last) £18,500 (the amount of the recent verdict and costs), and to reduce the price to be paid to the Company for the immediate acquirement of their undertaking to £1,106,500; this sum to include the stores, rolling-stock, and other matters and things not issued to departments of the Railway and unpaid for, the compensation to be paid for to the executive and staff and officers of the Company whose services are dispensed with by the Government, together with all and every asset belonging to the Company.

The concessions I am making in giving you this firm offer of £1,106,500, are as follows :—

1st. The abandonment by the Company of all costs incurred in connection with the Government's Appeal to the Privy Council.

2nd. The abandonment by the Company of their claim of £9500, about to be enforced in the same way and on the same legal grounds as in the recent action.

3rd. The abandonment by the Company of its claim for the stores, rolling-stock, &c. not issued or not paid for.

The total amount of these concessions, including the £18,500 for verdict and costs, would altogether be about £34,000, and are the utmost I can make, and I shall be glad to receive as early as possible a definite reply to this firm offer I have made.

As you are aware, the professional business which brought me out to New South Wales is nearly completed. Other pressing professional matters require my return home as speedily as possible, and I need not say how much I should appreciate on personal grounds any action on the part of the Government which would expedite the speedy settlement of this matter, and enable me to fulfil my professional engagements in England.

Yours faithfully,

RICHARD SPEIGHT, *Esq., Chairman of Railway Commissioners, Melbourne.*

R. PRICE-WILLIAMS.

Attorney-General's Office, Hobart, 2nd May, 1890.

MEMO.

THE offer of sale of the Main Line Railway which is contained in the letter of Mr. Price-Williams to Mr. Speight of 22nd March last is based upon the terms and conditions of purchase set forth in the Act of Parliament of Tasmania authorising the Governor to buy the Railway, and follows those terms and conditions in everything but the price, which is raised from £1,000,000 to £1,125,000, less the amount recovered by the Main Line Railway Company in the late action against the Government—viz., £18,500.

The Hon. The Premier.

A. INGLIS CLARK.

(Copy.)

To all to whom these Presents shall come I SIR ROBERT GEORGE CROOKSHANK HAMILTON Knight Commander of the Most Honorable Order of the Bath, Governor and Commander-in-Chief in and over the Colony of Tasmania and its Dependencies. Send greeting.

WHEREAS the Honorable ANDREW INGLIS CLARK the Attorney-General for Tasmania aforesaid is about to proceed to London in England and it is expedient that some person should be appointed for me as such Governor as aforesaid and in my name for and on behalf of the Colony of Tasmania to enter into negotiations and to sign seal execute and deliver all such Agreements Contracts and other Documents as may be necessary or expedient in or about the sale and purchase of the Main Line of Railway Now know ye that I the said SIR ROBERT GEORGE CROOKSHANK HAMILTON as such Governor as aforesaid do hereby authorise and empower the said ANDREW INGLIS CLARK for me and in my name as such Governor as aforesaid and for and on behalf of the Colony of Tasmania to purchase the said Main Line of Railway together with all rights privileges powers and advantages whatsoever affecting or appurtenant to the said Railway which are now vested in the Tasmanian Main Line Railway Company Limited or any person claiming by through or under the same And for that purpose for me and in my name and for and on behalf of the Colony of Tasmania or otherwise to make sign seal execute and deliver all such Agreements Contracts and other Documents Papers and Writings and generally to do all such acts and things for the purpose aforesaid as the said ANDREW INGLIS CLARK shall consider necessary or expedient And I hereby declare that whatsoever the said ANDREW INGLIS CLARK shall do or cause to be done under or by virtue of these Presents shall be as binding and effectual to all intents and purposes as if done by me in my own proper person.

As witness my hand and the seal of the Colony of Tasmania at Hobart in Tasmania this third day of May in the year of our Lord one thousand eight hundred and ninety.

P. O. Fysh *Chief Secretary.*

(L.S.) R. G. C. HAMILTON...

Premier's Office, Hobart, 3rd May, 1890.

SIR,

I HAVE the honour to forward to you herewith a Commission under the signature of His Excellency the Governor, empowering you to treat with the Directors of the Tasmanian Main Line Railway Company, Limited, for the purchase of their property.

In the event of your finding it possible, on your arrival in London, to procure any proposals for such purchase better than those now in the hands of the Government, or which, if accepted, would render it possible to complete the purchase without proceeding with the Appeal to the Privy Council, I shall be glad if you will cable such proposals, so that they may be considered in Cabinet, and, if necessary, by Parliament, at the earliest opportunity.

In any case I desire you clearly to understand that, although you take with you full authority to act for the Government in the completion of purchase, if terms are finally agreed upon between the Company and the Colony, yet you are not to conclude any negotiations which will bind the Colony without the full knowledge of those terms having been communicated to Ministers, or without their sanction having been conveyed to you.

I have, &c.

P. O. FYSH.

The Hon. ANDREW INGLIS CLARK, Attorney-General.

Premier's Office, Hobart, 3rd May, 1890.

SIR,

I RECEIVED your letter of the 26th ultimo, enclosing Mr. Price-Williams' offer for the sale of the Tasmanian Main Line Railway Company's property, on the 28th.

Had this offer reached the Government at an earlier date, Ministers might have considered the propriety of arranging for a Session of Parliament to specially consider the matter, but it is now impossible for a meeting before July.

Although the Government are aware of the reasons which guide your recommendation that the Railway should be acquired by the Colony, it will strengthen their hands in submitting this offer for Parliamentary consideration if they are furnished with them in writing. I shall be glad, therefore, if you will be so kind as to forward me the Report you mention as soon as your engagements will permit.

I have, &c.

P. O. FYSH.

R. SPEIGHT, Esq., Chairman of Railway Commissioners, Melbourne.

No. 745.

Premier's Office, Hobart, 10th May, 1890.

SIR,

As you were led to expect by my telegram of the 28th March, the Government have appointed the Honorable A. I. Clark, Attorney-General, to watch the Appeal by the Government to the Privy Council against the decision of the Law Courts here on the matters in dispute with the Tasmanian Main Line Railway Company.

Mr. Clark carries with him a commission authorising him to treat with the Company for the purchase of the Line, should such a course appear desirable; but he is instructed that no negotiations are to be concluded without the precise terms having been conveyed to the Government and their views communicated to him.

I shall be glad if during Mr. Clark's stay in England you will render him any assistance in your power to further the business on which he is engaged, or to enable him to make the most of his brief visit. He leaves by the P. O. Company's s.s. *Carthage*, and should arrive in England a few days after this letter reaches you.

I have, &c.

By direction of the Premier,

JAS. ANDREW, *Secretary.*

E. BRADDON, Esquire, Agent-General for Tasmania, London.

No. 969.

*Office of the Agent-General for Tasmania, Westminster Chambers,
5, Victoria-street, London, S.W., 15th May, 1890.*

SIR,

I HAVE the honor to acknowledge receipt of your despatch (No. 695) of the 2nd ultimo, in which you ask me to ascertain and inform you by telegraph within what period after 15th July the Government may confidently rely upon the appeal being heard.

As on the 14th ultimo (*i.e.*, 12 days after date of the above despatch) you asked me by cablegram, "Can I rely on hearing appeal within one month after that date?" and I replied thereto on the 18th idem, "Most probably," I do not consider that any occasion now exists for sending the information by telegraph required by your despatch under reply, but forestalled by your subsequent cablegram.

Indeed, I have nothing more to communicate. Our solicitors, Messrs. Bircham & Co., after due enquiry, could not anticipate the exact date of the hearing of our Appeal any more closely than was given in my cablegram of the 18th ultimo.

I have, &c.

E. BRADDON, *Agent-General.*

The Hon. the Premier, Hobart, Tasmania.

No. 977.

*Office of the Agent-General for Tasmania, Westminster Chambers,
5, Victoria-street, London, S.W., 22nd May, 1890.*

SIR,

In reply to your despatch, No. 705, of the 9th ultimo, I have the honor to state that, having read the Memo. of the Hon. Attorney-General on the subject of the direct instruction of our London Solicitors by the Crown Solicitor, I quite concur that there was good reason for departing from the ordinary course of communicating through this office.

I have, &c.

E. BRADDON, *Agent-General.*

The Hon. the Premier, Hobart, Tasmania.

FORWARDED to the Secretary to the Law Department.

By direction of the Premier,

JAMES ANDREW, *Secretary.*
26th June, 1890.

FORWARDED to the Crown Solicitor for his information, and to be returned.

F. STOPS, *Secretary.*
26. 6. 90.

PERUSED and returned.

EDW. D. DOBBIE.
27th June, 1890.

RETURNED to the Honorable the Premier.

F. STOPS, *Secretary.*
27. 6. 90.

To all to whom these Presents shall come—I WILLIAM RIGGALL Notary Public by Royal authority duly admitted and sworn practising in the City of Melbourne in the Colony of Victoria do hereby certify that on the day of the date hereof personally came and appeared before me John Henry Crowther and William Macaulay Akerley the declarants named and described in the before written Declaration and by solemn declaration which the said declarants then made before me in due form of law did solemnly and sincerely declare to be true the several matters and things mentioned and contained in the said declaration.

In faith and testimony whereof I have hereunto set my name and affixed my seal of office at Melbourne aforesaid this twenty-third day of May in the year of our Lord one thousand eight hundred and ninety.

WM. RIGGALL *Notary Public*
Melbourne Victoria.

WE John Henry Crowther and William Macaulay Akerley both of 120 William-street Melbourne in the Colony of Victoria Clerks to Messieurs Blake and Riggall of the same place Solicitors and Notaries Public jointly and severally solemnly and sincerely declare as follows:—

That the writing contained in the two sheets of paper hereunto annexed marked A is a true copy of those portions of the Agreement of which such portions purport to be extracts being those portions which authorise Mr. Price-Williams therein mentioned to negotiate with the Government of Tasmania for the sale to them of The Tasmanian Main Line Railway the same having been compared therewith by us this twenty-third day of May One thousand eight hundred and ninety.

And we jointly and severally make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared at Melbourne in the Colony of Victoria
this twenty-third day of May. One thousand
eight hundred and ninety.

J. H. CROWTHER.
W. M. AKERLEY.

Before me,

WM. RIGGALL *Notary Public*
Melbourne Victoria.

A.

AN AGREEMENT made and entered into in London this eighth day of January one thousand eight hundred and ninety BETWEEN THE TASMANIAN MAIN LINE RAILWAY COMPANY LIMITED sometimes hereinafter referred to as "the Company" of the one part and RICHARD PRICE-WILLIAMS of No. 38 Parliament-street in the City of Westminster a Member of the Institute of Civil Engineers of the other part WHEREAS on the nineteenth day of March one thousand eight hundred and eighty-nine a resolution empowering the said Richard Price-Williams to negotiate with the Government of Tasmania for the sale to it of the Company's line was passed by the Directors of the Company and a copy of such resolution is set out in the schedule hereto

AND WHEREAS the said Richard Price-Williams proceeded to Tasmania and entered into negotiations with Richard Speight which resulted in the said Richard Speight and Richard Price Williams agreeing the value of the Company's Railway Buildings and Rolling Stock as the same then stood at One million one hundred and twenty-five thousand pounds

And such agreement was on the sixth November one thousand eight hundred and eighty-nine approved and adopted by the Government of Tasmania and by the Company subject to the Company releasing and giving up the beneficial results accruing to the Company from a verdict and a judgment previously obtained by the Company against the said Government in the Supreme Court of Tasmania but such agreement was subject to the approval of the Legislative Assembly of the Colony of Tasmania which has not hitherto been obtained

AND WHEREAS notwithstanding the refusal of the Legislative Assembly to ratify and approve the said agreement of the sixth November one thousand eight hundred and eighty-nine it is considered probable that on further consideration the Government of the Colony may determine to adopt and be bound thereby or may be willing to bind themselves to terms not less favourable to the Company and it has been arranged that the said Richard Price-Williams shall return to the said Colony for the purpose of continuing the negotiations with the Government and with reference to such proposal

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby covenanted and agreed each party covenanting and agreeing in respect of his and their own acts and observances in the manner contained in the following clauses that is to say

I The said Richard Price Williams shall forthwith proceed to Tasmania for the purpose of continuing the negotiations for the sale of the line on the basis of the resolution of shareholders on the sixteenth December one thousand eight hundred and eighty-nine and continue such negotiations up to and including the thirty-first December one thousand eight hundred and ninety

IN WITNESS whereof the Company have hereunto set their Common Seal and the said Richard Price-Williams has hereunto set his hand and seal the day and year first above written.

The Schedule above referred to.

RESOLVED

That Mr. Price-Williams be and is hereby empowered to negotiate on the Company's behalf for the sale of the line

The Common Seal of the Tasmanian Main Line Railway Company Limited
was affixed hereto in the presence of

L.S.

WM. DAVISON *Secretary.*

F. D. GREY *Chairman.*

This and the preceding sheet is the annexure marked A referred to in the annexed declaration of John Henry Crowther and William Macaulay Akerley made before me this 23rd day of May 1890.

WM. RIGGALL *Notary Public*
Melbourne Victoria.

A.

To all whom these presents shall come I RICHARD PRICE WILLIAMS of 38 Parliament street in the City of Westminster but at present of Melbourne Victoria Civil Engineer Send greeting

WHEREAS by an Agreement entered into in London the eighth day of January One thousand eight hundred and ninety between the Tasmanian Main Line Railway Company Limited (hereinafter referred to as the said Company) of the one part and myself the said Richard Price Williams of the other part I was to proceed to Tasmania for the purpose of negotiating for the sale of the said Company's Railway Line as

therein mentioned AND WHEREAS I have owing to unforeseen circumstances been compelled to leave Tasmania aforesaid before completing negotiations for any such sale as aforesaid and am therefore desirous of appointing an agent to act for me under the said Agreement until my return to Tasmania Now THEREFORE KNOW YE that I the said Richard Price-Williams do BY THESE PRESENTS nominate constitute and appoint CHARLES HENRY GRANT of Hobart Tasmania aforesaid General Manager of the said Company there to be my true and lawful Attorney for me and in my name or otherwise as I am empowered to act for me under the said Agreement and for the purposes thereof to do execute and perform all and every the powers discretions matters and things exercisable by me under the said Agreement I the said Richard Price Williams undertaking and agreeing to confirm whatsoever the said Charles Henry Grant shall lawfully do or cause to be done under the said Agreement during my absence from Tasmania IN WITNESS whereof I have hereunto set my hand and seal the twenty-third day of May one thousand eight hundred and ninety

Signed sealed and delivered by the
said Richard Price-Williams in
the presence of

RICHARD PRICE WILLIAMS (L.S.)

WM. RIGGALL
Notary Public
Melbourne

THIS is the Power of Attorney marked A. referred to in my Notarial Certificate hereunto annexed.

Dated this 23rd day of May 1890.

(L.S.) WM. RIGGALL

Notary Public
Melbourne Victoria.

To all to whom these presents shall come I WILLIAM RIGGALL of 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 on the day of the date hereof personally came and appeared before me Richard Price-Williams who is named and described in the annexed Deed Poll or Power of Attorney marked "A." and did in my presence duly sign seal and as his act and deed in due form of law deliver the said annexed Deed Poll or Power of Attorney.

To the due execution whereof an Act being required I have granted the same under my Notarial Form and Seal of Office to serve and avail as occasion may require.

Done and passed at Melbourne in the Colony of Victoria this twenty third day of May in the year of our Lord one thousand eight hundred and ninety.

(L.S.) WM. RIGGALL

Notary Public
Melbourne
Victoria.

We the undersigned hereby certify and attest that the foregoing writing contains a true and correct Copy of the original Appointment of which it purports to be a Copy together with the Notarial Certificate thereunto annexed the same having been examined and compared therewith by us this twenty-ninth day of May 1890.

J. H. CROWTHER } Clerks to Messrs. Blake & Riggall Solicitors
W. M. AKERLEY } 120 William street Melbourne.

RE TASMANIAN MAIN LINE RAILWAY COMPANY PURCHASE.

THE copy Agreement, dated the 8th January, 1890, and made between the Company and Mr. Price-Williams, appears to me to be altogether unsatisfactory. Much of the original has been omitted. Possibly this has been done because it was not wished to disclose the private arrangements between the Company and Mr. Price-Williams; but, of course, no business man could act upon such a document. If the Company wish to appoint an agent to negotiate and conclude an agreement for purchase, and assuming that they can do so, a resolution should be passed stating precisely what powers are conferred upon the agent, and then a properly drafted power of attorney should be executed by the Company.

The so-called appointment of 23rd May, 1890, by Mr. Price-Williams, authorising Mr. Grant to act for him is, in my opinion, void. Even assuming Mr. Price-Williams has power to act in the matter, he has no power to appoint a substitute.

ALFRED DOBSON.
Solicitor-General's Chambers,
28th June, 1890.

MEMORANDUM.

Tasmanian Main Line Purchase.

Melbourne, 3rd June, 1890.

1. THE first saving effected by the purchase by the Government of the Tasmanian Main Line Railway will be by the abolition of the Company's offices and expenses in London, and by the Government being enabled to work the whole system of Tasmanian Railways under one management instead of two, as at present.

The economy in these respects should not be less than £8000 per annum.

2. A further saving should be immediately obtained by concentrating the traffic at Launceston at one station. To a large extent duplicate expenses are incurred under the present system, and from my observations when in Tasmania on the business of the proposed purchase the saving ought to be at least £1000 per annum.

3. The fact that the present system of Government Railways are separated from each other by the Main Line Railway must be a source of exceptional expense to the Government, besides being a constant source of annoyance, owing to the divergency of views prevailing as to the rights of the parties under present conflicting interests; and, without putting any money value upon it, it is not difficult to see that with the entire system of railways in the hands of the Government, an immediate benefit would result from the removal of these difficulties.

4. The united gross revenue from the Tasmanian Main Line Railway and the Government Railways was, for the last published year, £135,984.

5. The whole of the Tasmanian Main Line receipts amounted to £76,000, and were practically absorbed in working expenses. The working expenses of the Government Railways were nearly 96 per cent. of the receipts.

6. Under one management the working expenses, exclusive of the items mentioned in Clauses 1 and 2 of this memorandum, should be materially reduced, and in my opinion a very few years will show a reduction of at least 10 per cent. on the working charges.

6. This on the last year's revenue would be equal to between £13,000 and £14,000, but would, of course, be a larger sum as the gross revenue increases, of which there is every probability.

8. The guarantee of the Government to pay the Tasmanian Main Line Railway Company £32,500 per annum has some sixteen (16) years to run, and, measured by past experience, it is not unlikely that if the Tasmanian Main Line Railway remains in the hands of the present owners the whole of the gross receipts will be required to maintain and work the Railway. The Government may therefore safely assume that for sixteen years their contribution will not, under existing arrangements, be less than the sum named.

9. The Tasmanian Company in the meantime will naturally improve their property, and should present negotiations fall through, it would be difficult to obtain at a future date a settlement on terms as advantageous for the Government as those the Company are now prepared to agree to.

10. By the Government acquiring the property the annual growing increment will accrue to them, as it should do, seeing that they by constructing other railway lines, and developing the resources of the Colony, necessarily improve the prospects of the Main Line, which improvement will grow year by year, and become a substantial quantity in the future profits of the undertaking.

11. Under the proposed arrangement the Government are relieved of past legal consequences, amounting to some £18,000, a cessation of future legal contentions, of which there is every prospect, and the further concession made in Mr. Price-Williams' offer now under your consideration is equal to about £6000. So that the net annual obligation in respect of the $3\frac{1}{2}$ per cent. Inscribed Stock agreed to be taken in payment is equal to, say £35,500, against £32,500, the present guarantee. In reduction of the first-named amount an immediate benefit of £10,000 per annum will arise, *plus* a further sum from economy in working the two undertakings together instead of, separately of, say £10,000, which will reduce the present guarantee more than one-half, secure all future increments to the Government, and give them a free hand in developing to the utmost the resources of the Colony by having the whole of the Railways under their own control.

R. SPEIGHT.

*Tasmanian Government Railways,
General Manager's Office, Launceston, 3rd July, 1890.*

MEMO. for the Hon. the Minister of Lands and Works.

Main Line Purchase.

I HAVE carefully perused Mr. Speight's Memorandum of the 3rd ultimo, and I now append my remarks upon each paragraph *seriatim*.

Paragraph 1.—Mr. Speight suggests a saving by one management, and the abolition of the London office and expenses, of £8000.

On examining the accounts for 1889, I find the following items brought to charge:—

	£	s.	d.
General charges, Tasmania	3697	2	3
Ditto ditto, London.....	7224	13	2
Miscellaneous expenses.....	2869	12	1
	£13,791	7	6

Of this at least £12,000 should be saved.

Paragraph 2.—Mr. Speight is well within the mark. The wages alone of Launceston Station amount to £1500 per annum.

Paragraph 3.—My report to you, dated 30th ultimo, more than bears out this view. The matter of tolls and truck hire is likely to involve the Colony in very considerable expense.

Paragraphs 4 and 5.—During the year 1889 the Main Line cost £613·44 per mile to work; the Government Lines cost £328·15 for same period. The percentage of receipts absorbed by working on the Main Line was 99·91; on the Government Lines, 76·16 per cent. The cost per train mile run was, on the Main Line, 4s. 2·87*d.* per mile; on the Government, 2s. 10·93*d.* The train miles run under these widely different charges were 384,899 miles on the Main Line, and 397,354 on Government Lines.

Paragraphs 6 and 7.—Assuming it cost £513 per mile to work the Main Line, or £100 per mile less than in 1889 (a not unreasonable assumption, seeing that the cost in the year 1887 was £512 per mile), a saving would be effected of £13,300.

Paragraphs 8, 9, 10, 11.—Mr. Speight shows the interest on purchase in terms proposed to be £38,500. Let us see how much in hard cash was paid by the Government to the Main Line Company during the past year. It was—

	£	s.	d.
Guaranteed interest.....	32,500	0	0
Payments for services, as per return, certified correct by Under Treasurer.....	7186	0	8
Paid by Government Railway Department for fares, freights, &c.— <i>vide</i> Accountant's certified Return	1105	4	3
	<u>£40,791</u>	<u>4</u>	<u>11</u>

Thus, instead of paying the guaranteed interest in full only, the Government paid £40,791; and this sum, it must be borne in mind, will increase annually.

To revert to the interest account: if we reduce the working expenses by the cost of the English office and expenses, say £10,000, and by cash payments, say £8000, we have to find on the proposed purchase price £20,750 per annum, and this is effected by taking credit simply for items which would not occur were the line under Government control, being simply the expenses in England, and the cost of services in the Colony paid for by the Government.

The savings I have so far referred to have been savings in actual cash payments; but there are points where further savings could be made in uniform working, and where additional revenue might be gained. Leaving these latter out of the question, however, and dealing with the interest as reduced by direct savings alone, there can be no question that, with continued prosperity in the Colony, the line should pay its own interest before the period of guarantee expires, and a portion of it increasing yearly during that period.

Thus, by a purchase an immediate saving would be effected, and, at the very furthest, by the time the period of guarantee would expire the country would possess the fee-simple of the undertaking without cost to the taxpayers, the line earning the interest on the purchase money over and above working expenses.

FRED. BACK, *General Manager.*

TASMANIAN GOVERNMENT RAILWAYS.

AMOUNT paid to Tasmanian Main Line Railway Company during the Year 1889 by the Government Railway Department.

	£	s.	d.
Passenger Fares.....	55	12	0
Stores, &c.....	222	13	1
Coal (through Coal Company).....	532	4	2
Hire of Rolling Stock	174	15	0
Junction Duties.....	120	0	0
	<u>£1105</u>	<u>4</u>	<u>3</u>

TREASURY DEPARTMENT.

Amount paid to Tasmanian Main Line Railway Company during the Year 1889 by the Treasury.

	£	s.	d.
Conveyance of Mails	3300	0	0
Use of Third Rail, Evandale Junction—Launceston	250	0	0
„ Telegraph	100	0	0
Free Passes	1175	3	0
Freight, &c. Railway Material	1200	0	0
Customs Subsidy	500	0	0
Sundries	660	17	8
	<hr/>	<hr/>	<hr/>
	£7186	0	0
	<hr/>	<hr/>	<hr/>

(In continuation of Paper No. 71, 1890.)

["The Mercury," 22nd July, 1890.]

MAIN LINE RAILWAY.

THE Main Line Railway Company of Tasmania has agreed to transfer their railway to the Tasmanian Government on October 1, provided the purchase money is paid in cash. Meanwhile the appeal to the Privy Council in the action between the Company and the Government is still proceeding.

[MEMO.—The above cable is dated July 12.]

TELEGRAM.

Hobart, 22nd July, 1890.

Press telegram to-day states Main Line Company want cash as purchase money. Bill now passed Assembly provides inscribed stock, as mutually agreed upon. Have you any intimation of Price-Williams' purpose or desire to draw back upon that point?

P. O. FYSH.

R. SPEIGHT, Esq., Chairman Railway Commissioners.

TELEGRAM.

Spencer-street Railway, 22nd July, 1890.

The arrangement was to take inscribed stock, and I have heard nothing to the contrary. Assume there is no departure from that arrangement.

R. SPEIGHT.

Hon. P. O. FYSH.

Hobart, 22nd July, 1890.

MY DEAR SIR,

PLEASE receive herewith a copy of the telegram received from England yesterday, and which I am desired to send you.

In regard to the cablegram in this morning's *Mercury*, I cannot but think that the reference to "cash" is an error, because I understood Mr. Price-Williams to mean that payment should be made in inscribed stock, as provided in the Act of Parliament passed last November.

I am, &c.

C. H. GRANT.

Hon. P. O. FYSH, M.L.C., Premier and Chief Secretary.

London, 21st July, 1890.

YOUR telegram of the 10th day of July to hand. The Board of Directors will advise Proprietors to pass Resolution approving Mr. Price-Williams' offer of the 22nd March, 1890, including possession on the 1st October. Send copy of this telegram to the Government.

To C. H. GRANT, Esq., Hobart.

The Agent-General to the Premier.

London, 21st July, 1890.

TRANSLATION.

Is appeal stayed (?) by purchase of Line of Railway.

The Premier to the Agent-General.

Hobart, 22nd July, 1890.

TRANSLATION.

WILL probably accept offer of Company next week, after Bill passed Legislative Council. If appeal delayed until then, could it be renewed at once should we fail to purchase? If so, suspend.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart, 25th July, 1890.*

SIR,

I HAVE the honor to inform you that, having telegraphed to my Board of Directors in England asking for an explanation as to the press cablegram which stated that the Company considered Mr. Price-Williams' offer to be made on the terms of cash payment before handing over the line, I have this day received the following reply :—

“Board of Directors cannot be considered responsible for press cablegrams, but are willing to recommend Proprietors to accept $3\frac{1}{2}$ per cent. inscribed stock, at par, in payment of purchase money.”

I am pleased that my assurances given you in this matter have been verified.

I have, &c.

C. H. GRANT.

Hon. P. O. Fysh, M.L.C., Premier and Chief Secretary.

(Continuation of Paper No. 71 of 1890.)

TELEGRAM.

FOLLOWING appears in English telegrams in this day's *Daily Telegraph*:—"The Privy Council have refused to receive the Petition for Appeal forwarded by the Tasmanian Government against the decision in the case decided by the Supreme Court of the Colony in favour of the Tasmanian Main Line Railway Company,—the grounds of the refusal being that the Appeal is irregular. The Directors anticipate that the Appeal will be abandoned."

F. BACK.
Launceston, 4 Aug. 1890.

Hon. Minister of Lands and Works.

TELEGRAM.

The Premier to the Agent-General.

Hobart, 4th August, 1890.

STATE present position Appeal. Press telegram states Petition refused.

TELEGRAM.

The Agent-General to the Premier.

London, 5th August, 1890.

(Translation.)

STATEMENT as to Petition refused false. Appeal pending decision as to purchase. Telegraph decision at once.

TELEGRAM.

The Premier to the Agent-General.

Hobart, 7th August, 1890.

(Translation.)

BILL for the purchase of line of railway passed. Inform Company Government accepts offer of Price-Williams 22nd March. In accordance with mutual understanding, payment to be made by Inscribed three and a half per cent. Stock at par, amounting to million hundred and six thousand and five hundred pounds sterling (£1,106,500). Prepared to take over by 1st October, stock being inscribed that date in names approved by Railway Company. Sending copies of Act of Parliament; authority for stock inscription, draft agreement purchase, power of attorney by next mail. Require immediate reply as to Company's concurrence in date of transfer. Ask Clark enquire and state by telegraph whether quite satisfied as to power of Company and special authority directors required to complete sale? If he can render special service by remaining he may; but if it is anticipated purchase arrangements concluded satisfactorily without he should return as soon as possible, still leaving appeal to be proceeded with in the event of purchase not completed.

P. O. FYSH, Premier.

No. 845.

Premier's Office, Hobart, 9th August, 1890.

SIR,

I HAVE the honor to transmit herewith a communication from the Honorable the Treasurer, with enclosures, in regard to the arrangements for concluding the purchase of the property of the Tasmanian Main Line Railway Company, to which your attention is requested.

I have, &c.

P. O. FYSH.

The Agent-General for Tasmania,
Westminster Chambers, 5, Victoria-street, London, S.W.

Treasury, 9th August, 1890.

SIR,

I HAVE the honor to request that you will forward, by the outgoing mail to London this day, the enclosures herewith:—

1. Copy of Executive Council Minute authorising purchase of Railway.
2. Copy of Executive Council Minute authorising appointment of Agent-General as Attorney for His Excellency the Governor.
3. Copy of Executive Council Minute authorising issue of Inscribed Stock.
4. Copy of Executive Council Minute appointing Messrs. Braddon and Larnach agents for issue of Inscribed Stock.
5. Power of Attorney in favour of Agent-General.
6. Draft Agreement of purchase of Railway.
7. Copies of Main Line Railway Purchase Act.
8. Schedule of Contracts with the Main Line Company.

In order that the Agent-General be fully informed of the intention of the Government in regard to the purchase of the Main Line Railway, I shall be glad if you will inform him as follows:—

1. Acting on the telegram sent to him on the 7th instant, it is assumed that he will have already informed the Company of the intention of the Government to accept the offer of Mr. Price-Williams of the 22nd March last; and it is presumed that the Company are willing to take the Inscribed Stock and to hand over the line to the Government on the 1st October. It is also hoped that, in accordance with the suggestion in the same telegram, the Company have furnished the Agent-General with the names of the persons in whose names the Stock issued in payment for the line is to be inscribed.

2. It will now be the duty of the Agent-General to settle with the Company the terms of the Agreement for purchase. The draft Agreement forwarded herewith is approved by the Government, and may be executed by the Agent-General under the Power of Attorney herewith if the terms are approved by the Company. It is not considered absolutely necessary that any Agreement be executed if the Company is prepared to accept the Main Line Railway Purchase Act as the basis of the transaction, and to take the Inscribed Stock in settlement of all matters in dispute and in full of all demands, as the Act prescribes. But, if the Company prefer that there be an Agreement drawn up, the form herewith is such as the Government approves. Of course, in the preparation and execution of the Agreement, as well as in all legal matters in connection with the transaction, the Agent-General will avail himself of the advice of the Solicitors for the Government, Messrs. Bircham & Co.—If any departure from, or addition to, the terms of the draft Agreement is desired by the Company, it will be desirable that the Agent-General should communicate with the Government by telegraph for instructions regarding such alterations, unless he is advised by the Solicitors of the Government that such proposed alterations will not be inconsistent with the provision and limitation of the Act which rules the whole transaction.

* * * * *

Relating still to the question of this agreement of purchase, it is desirable that the Government Solicitors should carefully see that the Company proceeds in accordance with their legal powers in executing any agreement, so that only such person or persons as are duly authorised to negotiate and complete sale are recognised in the transaction. Always remembering, however, that, so far as we are concerned, the inscription of the Stock in names authorised to receive it is full and sufficient evidence for us of a legal transaction.

It is also desirable that the Solicitors for the Government should look up the Imperial Act under which the powers of the Company as to distribution of the proceeds of the sale of their property are defined, in order to see that no after claims can possibly arise against the Government in regard to any claims of any person whatsoever; and, if necessary, to insert some provision in the agreement of purchase for the efficient protection of the Colony. Not having the Imperial Act here, our Law Officers have not been able to advise me on this point, and, while it is thought the Purchase Act amply protects us, it is yet deemed advisable to have the matter looked into by the solicitors in London.

4. All the preliminaries being settled, the Agent-General may then immediately, in conjunction with Mr. Larnach, instruct the London and Westminster Bank to inscribe the Stock as per authority herewith, in the names of the persons which shall have been submitted to the Agent-General, by some competent authority on behalf of the Company, as the proper persons to have their names registered in the books of the bank as the holders of the Stock.

Any property of the Company which may be in England at the time of the completion of the purchase, and which, under the Act or the provisions of the agreement of purchase, is to become the property of the Government, should be taken possession of by the Agent-General on behalf of the Government.

5. The Power of Attorney is signed both by the Governor and the three Members of the Executive who were present at the Executive Council meeting held this day, and, as it sets forth, the signature and seal were affixed in the presence of the Clerk of the Council. It is considered that as it bears the Seal of the Colony it is not necessary to have the ordinary notarial certificate attached.

6. I need only add that if the Agent-General finds any lack of instructions herein, or finds necessity from any cause for other instructions, it will be desirable for him to use the telegraph freely, so that the Government may be cognisant of all that he does, and that the whole business may be satisfactorily concluded.

I have, &c.

B. STAFFORD BIRD, *Treasurer.*

SUBMITTED,—

THAT, in accordance with the provisions of "The Main Line Railway Purchase Act," 54 Vict. No. 1, a settlement be effected with the Main Line Railway Company by the purchase of the Railway of the said Company for the sum of £1,106,500.

B. STAFFORD BIRD, *Treasurer.*
9th August, 1890.

THE Governor in Council approves.

E. C. NOWELL.
9th August, 1890.

R. G. C. H.

SUBMITTED,—

THAT in accordance with the provisions of "The Main Line Railway Purchase Act," 54 Vict. No. 1, the Hon. Edward Nicholas Coventry Braddon be appointed the Attorney of His Excellency the Governor in Council for the purposes of the said Act.

B. STAFFORD BIRD, *Treasurer.*
9th August, 1890.

THE Governor in Council approves.

E. C. NOWELL.
9th August, 1890.

R. G. C. H.

EXECUTIVE COUNCIL MINUTE PAPER.

Treasury, Hobart, 9th August, 1890.

54 Vict. No. 1.

SUBMITTED that, for the purposes of "The Main Line Railway Purchase Act, 1890," 54 Vict. No. 1, authority be granted to issue Inscribed Stock, under "The Inscribed Stock Act," 52 Vict. No. 55, to the amount of £1,106,500.

B. STAFFORD BIRD, *Treasurer.*

THE Governor in Council approves.

E. C. NOWELL.
9th August, 1890.

R. G. C. H.

EXECUTIVE COUNCIL MINUTE PAPER.

Treasury, Hobart, 9th August, 1890.

52 Vict. No. 55.

SUBMITTED that, for the purposes of "The Inscribed Stock Act, 1889," and "The Main Line Railway Purchase Act, 1890," the following appointments be made under the provisions of Section 9 of 52 Vict. No. 55, to exercise such powers by the said Acts exercisable by the Governor as the Governor may authorise or direct:—Edward Nicholas Coventry Braddon, Esquire, Agent-General for Tasmania; Donald Larnach, Esquire, Chairman of the London Branch of the Bank of New South Wales.

B. STAFFORD BIRD, *Treasurer.*

THE Governor in Council approves.

E. C. NOWELL.
9th August, 1890.

R. G. C. H.

HIS EXCELLENCY THE GOVERNOR OF TASMANIA to THE HON. E. N. C. BRADDON.

Draft Authority under the Main Line Railway Purchase Act, 1890.

TO ALL TO WHOM THESE PRESENTS SHALL COME I SIR ROBERT GEORGE CROOKSHANK HAMILTON Knight Commander of the Most Honorable Order of the Bath Governor and Commander-in-Chief in and over the Colony of Tasmania and its Dependencies by and with the advice of the Executive Council send GREETING WHEREAS by "The Main Line Railway Purchase Act 1890" (54 Vict. No. 1) it is enacted that it should be lawful for the Governor of Tasmania by and with the advice of the Executive Council if he should see fit for and on behalf of the Colony of Tasmania to purchase from the Tasmanian Main Line Railway Company Limited on or before the 30th day of June 1891 for the sum of £1,106,500 the Tasmanian Main Line Railway as therein mentioned together with all rights privileges powers and advantages whatsoever affecting or appurtenant to the said Railway which were vested in held enjoyed or possessed by or conferred on the said Company or any person claiming by through or under the same And that the payment for the said Railway should be made in Tasmanian Inscribed Stock valued at par and that such stock should be issued to such person or persons as should be duly authorised by the said Company to receive the same And by the said Act I as such Governor as aforesaid am authorised for the purposes of the said Act and in the manner provided by the Inscribed Stock Act to issue Tasmanian Stock charged and secured on the Consolidated Revenue Fund for the sum of £1,106,500. And it is thereby further enacted that it should be lawful for the Governor from time to time to appoint any person or persons in his name and for and on behalf of the Colony to exercise any of the powers vested in the Governor by the said Act and for that purpose to enter into negotiations and to sign seal execute and deliver all agreements contracts and other documents as might be necessary or expedient in or about the sale and purchase of the said Railway under the provisions of the said Act and that everything done by any such person or persons under such appointment should be binding upon the Colony NOW KNOW YE that I the said SIR ROBERT GEORGE CROOKSHANK HAMILTON Knight as such Governor as aforesaid by and with the advice of the Executive Council by virtue of the power vested in me by the said in part recited Act DO HEREBY appoint The Hon. EDWARD NICHOLAS COVENTRY BRADDON of London in England Agent-General for the Colony of Tasmania as the person in my name and for and on behalf of the Colony of Tasmania to exercise any of the powers vested in me by this Act and for that purpose to sign seal execute and deliver all such agreements contracts and other documents as may be necessary or expedient in and about the sale and purchase of the said Railway under the provisions of the said Act and to give all such notices and do all such acts and things and generally to exercise all the powers and authorities vested in me by the said Main Line Railway Purchase Act 1890 as fully and effectually as I could do if personally present.

AS WITNESS my hand and the seal of the Colony of Tasmania at Hobart
in Tasmania this ninth day of August A.D. 1890.

R. G. C. HAMILTON. (L.S.)

P. O. FYSH,
B. S. BIRD,
A. T. PILLINGER, } *Ministers.*

Signed and sealed in the presence of—

F. C. NOWELL, *Clerk Executive Council.*

HIS EXCELLENCY THE GOVERNOR OF TASMANIA with THE TASMANIAN MAIN LINE RAILWAY
COMPANY LIMITED.

Copy Draft Agreement for the purchase of the Tasmanian Main Line Railway.

MEMORANDUM OF AGREEMENT made and entered into this 1890 day of
BETWEEN HIS EXCELLENCY SIR ROBERT GEORGE CROOKSHANK HAMILTON Knight Commander of
the Most Honorable Order of the Bath Governor of Tasmania by and with the advice and consent of His
Executive Council for and on behalf of the Government of Tasmania of the one part and THE
TASMANIAN MAIN LINE RAILWAY COMPANY LIMITED of the other part WHEREAS certain disputes
and differences have from time to time arisen between the Government of Tasmania and the Tasmanian
Main Line Railway Company Limited (hereafter called "the said Company") which disputes and differences
still remain unsettled and unsatisfied and an Appeal to Her Majesty's Privy Council against the decision of
the Supreme Court of Tasmania in respect to certain of the said differences and disputes is now pending
AND WHEREAS by an Act of the Parliament of Tasmania 54 Vict. No. 1 the short title whereof is "The
Main Line Railway Purchase Act, 1890" it is enacted amongst other things that it should be lawful for
the Governor by and with the advice of the Executive Council if he should see fit for and on behalf of the
Colony of Tasmania to purchase on or before the 30th day of June 1891 for the sum of £1,106,500 the
Tasmanian Main Line Railway so far as the same has been constructed by the said Company from Hobart
to Launceston including the permanent way thereof together with all works buildings stations and erections
erected or built on or connected with the said Railway and all land upon which the same are respectively
constructed erected or built and all lands used in connection therewith and all lands vested in or belonging
to the Company and all interests of the Company in any leasehold lands in Tasmania and all plant
locomotives tenders carriages trucks rolling stock steam engines machinery or any parts of the same all
furniture tools implements and appliances of every kind whatsoever and all stores and railway material and
all assets of the Company including any balance to the credit of the working and maintenance account
belonging to the Company on the date on which any agreement for the purchase of the said Railway

should be made under the authority of the said Act together with the proceeds of any sale of any of the articles before mentioned between the 22nd day of March 1890 and the date on which such agreement should be made and together with all rights privileges powers and advantages whatsoever affecting or appurtenant to the said Railway which were vested in held enjoyed or possessed by or conferred on the said Company or any person claiming by through or under the same all which matters and things shall save and except where the context is repugnant thereto be included in the expression "the said Railway" hereinafter used And it was further enacted that the purchase by the Governor of the said Railway should be a final and complete settlement of all matters in dispute between the Colony of Tasmania and the said Company And further that if the said Railway should be purchased by the Governor under the power thereinbefore conferred upon him it should be lawful for the Governor if he should see fit to make such a settlement with the Company as he might deem expedient in regard to any contracts entered into by the Company in connection with the maintenance construction and working of the said Railway And further that no sum of money should be payable or paid by the Governor to any officer or servant of the Company by way of compensation for any loss of office or employment suffered by such officer or servant by reason of the purchase of such Railway And it was further enacted that the payment for the purchase of the said Railway should be made in Tasmanian Inscribed Stock valued at par and that such Stock should be issued to such person or persons as should be duly authorised by the said Company to receive the same and that the inscription of such Stock in the Register kept in London by the Bank which should be authorised to inscribe such Stock should be conclusive evidence of the completion of the purchase of the said Railway and of the payment of the purchase price thereof by the Governor and should also be conclusive evidence that all matters in dispute between the Colony and the Company had been finally settled and that all claims and demands on the part of the Company against the Colony and on the part of the Colony against the Company had been duly paid and satisfied Now THESE PRESENTS WITNESS that in consideration of the premises His Excellency SIR ROBERT GEORGE CROOKSHANK HAMILTON by and with the advice and consent of his Executive Council and for and on behalf of the Colony of Tasmania and the said Company hereby mutually agree the one with the other to abide by fulfil perform and keep all and every the several agreements conditions clauses matters and things hereinafter contained that is to say—

1. The Governor shall on the 1st day of October 1890 cause to be inscribed in the Register Book kept in London of the London and Westminster Bank Limited Tasmanian Stock charged and secured on the Consolidated Revenue Fund of Tasmania to the amount of £1,106,500 redeemable not later than the first day of July 1940 and bearing interest at the rate of £3 10s. per cent. per annum to be paid in manner following that is to say Interest from the 1st October 1890 to the 1st January 1891 to be paid on the last mentioned day and thereafter such interest to be paid half yearly on the 1st day of July and the 1st day of January in every year.

2. The said Company shall immediately upon the request of the Governor or of some person authorised by him appoint some person or persons to receive the said Stock so inscribed for and on behalf of the said Company and such Stock shall be issued to such person or persons on the said 1st day of October 1890 accordingly.

3. Upon the inscription of such Stock as aforesaid the said Railway shall become the property of the Government of the Colony of Tasmania and shall immediately and without any transfer or connecting title other than the said Act be transferred to and become vested in and be held enjoyed possessed used and exercised by Her Majesty the Queen (freed and discharged from all claims and demands by or on the part of the shareholders in the said Company or any other persons whomsoever) in all respects in the same manner as the said Company or such person or persons could have held possessed enjoyed used and exercised the same as if the said Act had not been passed and these presents had not been executed and the General Manager of the said Company at Hobart shall thereupon deliver to the Governor or such person or persons as he may appoint to receive the same the full and entire possession and control of the said Railway and of all books of account bank-books deeds plans documents and writings of every kind whatsoever in any way relating to the said Railway or to any matter or thing in any way relating thereto or connected therewith.

4. The inscription of Stock as aforesaid shall be conclusive evidence of the completion of the purchase of the said Railway and of the payment of the purchase money therefor.

5. Upon the completion of the purchase of the said Railway in manner aforesaid the Governor shall not be bound to continue any then existing contracts between the said Company and any person or persons or any other Company nor shall he be liable on behalf of the Colony of Tasmania for damages in respect of any breach non-performance or discontinuance of any such Contract and the said Company shall indemnify and hold harmless the Governor and the said Colony from and against any claims by any person or Company for or in respect of any such contracts but the Governor may if he shall see fit make such settlement or arrangement with the said Company as he may deem expedient in regard to the carrying on rescinding or discontinuing of any such contract in connection with the maintenance construction and working of the said Railway which may be existing at the time of the completion of the said purchase.

6. The Governor shall not be bound to continue the employment of any officer or servant of the Company nor shall he be answerable or accountable in any manner to any officer or servant for compensation for any loss of office or employment by reason of the purchase of the said Railway but the said Company shall pay satisfy and discharge all such claims and indemnify the Governor therefrom.

7. Immediately upon the inscription of the said Stock in manner hereinbefore mentioned all matters in dispute between the said Colony and the said Company shall be considered to be and shall be finally settled and adjusted as fully and effectually to all intents and purposes as if the parties hereto had executed mutual releases the one to the other and the claims and demands of the one against the other of them had been fully paid and satisfied and thereupon the Appeal to Her Majesty's Privy Council now pending shall be abandoned by the Appellant and each party shall pay their own costs of such Appeal Provided that nothing in this Agreement shall affect or prevent the settlement of the usual current accounts of maintenance and working of the Railway during the Four months immediately preceding the date of the purchase of the said Railway.

8. The Governor shall not be personally liable in respect of any act matter or thing done or omitted to be done by him or any person or persons authorised by him under these presents or under the said Act.

9. The Company shall be in every respect bound by the terms and conditions relating to the purchase of the said Railway as the same are particularly specified in the said Act of Parliament hereinbefore mentioned and in part recited.

As witness, &c.

[The Main Line Railway Purchase Act, 1890—54 Vict. No. 1.]

TASMANIAN MAIN LINE RAILWAY.

SCHEDULE OF EXISTING CONTRACTS ON THE 1ST DAY OF AUGUST, 1890.

The following list was furnished to the Government by Mr. Grant, Manager of the Main Line Railway, and was read last night by the Premier in the Legislative Council. Mr. Grant has shown great thoughtfulness and promptitude in volunteering the information. The items merely set forth the nature and extent of the Contracts which it will be reasonable for the Government to take over as existing at the time the line is bought. Of course, the schedule does not profess to embrace everything of the nature referred to, but it has been compiled to the best of Mr. Grant's knowledge:—

1. Government of Tasmania.—Agreement for conveyance of mails between Hobart and Launceston, &c., £3300 per annum, payable monthly. Agreement expires 31st December, 1890.
2. Government of Tasmania.—Expired agreement for right-of-way for and maintenance of a line of wire from Hobart to Launceston, at £100 per annum, payable quarterly.
3. Government of Tasmania.—Statutory agreement, under the Act 48 Vict. No. 52, providing a subsidy of £500 per annum on account of Customs duties the Company were previously exempted from during unexpired term of contract. Payable quarterly.
4. Government of Tasmania.—Temporary agreement for passes for Members of Parliament and three Judges, 57 at £4 7s. 6d. each per quarter. Distinguished visitors, £3 3s. each for visit.
5. Henry Priest and James Wood, Hobart.—Yearly rental of Station Yard for cabs, &c., Hobart at, £150 per annum, payable quarterly. Agreement expires 29th March, 1891.
6. Winn and Rowbottom, Launceston.—Yearly rental of Launceston Station Yard for cabs, &c., £150 per annum, payable monthly. Agreement expires 1st September, 1892.
7. David West, Hobart.—Yearly rental of refreshment bar and room at Hobart Station, £135 per annum, payable quarterly. Agreement expires 11th February, 1891.
8. Fawns and Abbott, Launceston.—Yearly rental of refreshment room at Launceston Station, at £120 per annum, viz., £25, 11th March; £25, 11th June; £35, 11th September; and £35 on the 11th December. Agreement expires on the 11th March, 1891.
9. Michael Kean, Campbell Town.—Yearly rental of refreshment room at the Campbell Town Station, at £26 per annum, payable quarterly.
10. J. T. Cooley, Bridgewater Junction.—Rent of site for refreshment room at Bridgewater Junction Station, at £8 per annum, payable quarterly. The building to remain the property of the lessee, who has the right to remove it.
11. J. H. Kearney, Brighton Junction.—Yearly rental of site for refreshment room at Brighton Junction Station, at £8 per annum, payable quarterly. Building to remain property of lessee, with right of removal.
12. John White, Campania.—Yearly rental of site for refreshment room at Campania Station, at £6 per annum, payable quarterly. Building to remain property of lessee, with right of removal.
13. J. Bradshaw, Jerusalem.—Yearly rental of site for refreshment bar at Jerusalem Station, at £2 12s. per annum, payable half-yearly. The building to remain the property of the lessee, with right of removal on expiration of tenancy.
14. R. Elliott, Rhyndaston.—Privilege of entrance on to Rhyndaston Station platform from his licensed house, at £2 per annum.
15. Parattah Hotel Company, Parattah.—Contract to stop passenger trains at Parattah Junction Station for 25 minutes for refreshments, during a period of 15 years, which was finally settled on the 22nd August, 1889.
16. John Edwards, Ross.—Yearly rental of sites for refreshment bars at the Ross Station, at £12 per annum, payable quarterly. The building to remain the property of the lessee, with right of removal.
17. James Brittain, Conara Junction.—Ground rent of land at Conara Junction Station for an hotel, at £15 per annum, payable half-yearly. Agreement expires on the 31st December, 1893, when property all passes to the Railway Company unconditionally.
18. H. Flood, Epping Forest.—Ground rent of land for hotel at Epping Forest Station, £10 per annum, payable half-yearly. Agreement expires on the 31st December, 1893, when property passes unconditionally to the Railway Company. Yearly rental of land for garden purposes at 10s. per annum, from 1st January each year.
19. John Walter Palmer, as Trustee.—Conveyance of land at South Bridgewater, on which station buildings and station yards are situated, subject to covenant that the company will not build, or permit to be built, an hotel on the said land, or allow the sale of refreshments thereon by any other than the occupier of the *York Hotel*, situate opposite to the South Bridgewater station.
20. H. E. Wright, Park-street, Hobart.—Yearly rental of site for lime shed in station yard of Hobart station, of £1 per annum, from 1st September of each year. Building the property of lessee, with right of removal.

21. Rev. J. Russell, Evandale.—Yearly rental of land formerly part of station yard at Evandale station, at 5s. per annum, from 4th December each year.
22. J. G. S. Fawns, Launceston.—Yearly rental of site of automatic weighing machine at Hobart Station Platform, at £1 per annum, from 1st December each year.
23. R. Elliott, Rhyndaston.—Three years' lease of part of station yard west of line, in consideration of his clearing and cultivating it, terminable 30th June, 1892.
24. J. West, Rosetta Crossing, Glenorchy.—Yearly rental of orchard at Glenorchy, at £4 per annum, payable 1st May and 1st November.
25. T. Hogan, Conara Junction.—Yearly rental of small enclosure south end of Conara Junction Station, at £1 per annum, from 1st March each year.
26. Australian Mutual Provident Society, Hobart.—Right of exhibition of advertisements at the Hobart and Launceston Stations, at £15 per annum, from 1st August each year.
27. W. M. Williams, Hobart.—Yearly exhibition of advertisement board at Risdon Road Station, at £1 per annum, from 1st January each year.
28. Dempster and Pearce, Launceston.—Yearly exhibition of advertisements at Launceston Station, at £4 per annum, from 1st January each year.
29. T. A. Wise, Hobart.—Right of parcels' delivery from Hobart Station, £6 per annum, from 29th March each year.
30. E. S. Beaufoy, Launceston.—Right of parcels' delivery from the Launceston Station, £5 per annum, from the 28th April each year.
31. D. H. Hughes, South Bridgewater.—Yearly licence fee to cross and recross railway between his house and jetty, at £1 per annum, from the 1st March each year.
- A. Cecil James Youl.—Agreement for use of 10 acres of land in Epping Forest, for cutting of timber and quarrying of ballast, for 30 years from the 31st January, 1888, in consideration of £40 then paid.
- B. David Caston, Rhyndaston.—Company to pay £5 per annum from the 1st May each year, for right to lay water pipes over his land from tanks to creek. Agreement expires 30th April, 1894.
- C. Corporation of Launceston.—Agreement for use of Esplanade, made under the authority of the Act of Parliament 44 Vict. No. 8.
- D. Thomas Cook and Sons.—Agreement for issue of through tourist tickets over the Main Line Railway from the continent of Australia and all foreign countries, receiving 10 per cent. commission on tickets sold, such agreement terminable at any time at three months' notice by either party.

INSURANCES ON STATION BUILDINGS.

The Tasmanian Fire Insurance Company—	£
To the 15th December, 1890	7880
To the 13th November, 1890	490
The Liverpool, London, and Globe Insurance Company—	
To the 2nd October, 1890.....	10,601
To the 29th November, 1890	770
The Royal Insurance Company—	
To the 3rd October, 1890.....	3050

NEW PLANT.

Dubs and Co., Glasgow.—Contract to supply a heavy freight engine, similar to three others recently supplied, and delivered f.o.b. in London for £2375, in January next. Set of duplicates for above engine, as usually supplied, at the reduced price of £375, delivered in Glasgow.

The Hunslet Engine Company.—Six side buffers for express locomotives, at price of £21, delivered in Leeds.

Henry Pooley and Son.—New waggon weigh-bridge to replace that now useless in Hobart yard, contract price about £94 10s., delivered in Liverpool.

Various Manufacturers.—Some indents of small amount for engine duplicates, carriage trimmings, and stores remain unexecuted and unadvised, but the total value is insignificant.

C. H. GRANT.

Hobart, 31st July, 1890.

TELEGRAM.

The Agent-General to the Premier.

London, 14th August, 1890.

(Translation.)

IN due course shareholders next meeting fixed for 26th July for approval of sale. Clark will remain pending decision. Apply for leave of absence for Clark.

TELEGRAM.

I HAVE telegraphic advice that meeting of Main Line Company is called for 26th (twenty-sixth) August, to confirm sale and delivery to Government as agreed.

Hon. P. O. Fysh, Govt. Buildings.

C. H. GRANT.

WILLIAM THOMAS STRUTT,
GOVERNMENT PRINTER, TASMANIA.

(Continuation of Paper No. 71 of 1890.)

TELEGRAM.

The Agent-General to the Premier.

London, 27th August, 1890.

(Translation.)

SHAREHOLDERS yesterday accepted terms of sale.

TELEGRAM.

The Agent-General to the Premier.

London, 12th September, 1890.

(Translation.)

INFORMATION required by telegraph as to proper authority purchase come immediately to me, so that notice may be given to shareholders payment of interest Railway Company bonds cease 1st October. Also Railway accounts to be closed 30th September, Government retaining small portion pending settlement.

TELEGRAM.

Hon. A. I. CLARK to the Premier.

London, 16th September, 1890.

(Translation.)

AGREEMENT will be signed immediately if you cable message. Government accept Company's contracts in the Colony. Disposition of Chairman postpone transfer until 1st January. Avoid if possible.

CLARK.

TELEGRAM.

The Premier to the Agent-General.

Hobart, 17th September, 1890.

(Translation.)

GOVERNMENT willing to accept Company's contracts in the Colony. Cannot consent to postpone.

The Agent-General to the Premier.

London, 18th September, 1890.

(Translation.)

RAILWAY Company confirming memorandum. Sum of money in England not included in purchase as assets of Railway Company, and that guaranteed interest will be paid 1st October, with deduction to cover expenditure of adjustment; also that contracts in England, two thousand and six hundred pounds sterling (£2600) will be taken over. On receipt of affirmative answer by cable agreement will be signed.

CLARK.

The Premier to the Agent-General.

Hobart, 19th September, 1890.

(Translation.)

WHAT is amount of sum of money in England? From what source derived?

TELEGRAM.

The Agent-General to the Premier.

London, 22nd September, 1890.

(Translation.)

IN answer to your telegram of 19th September, fourteen thousand pounds sterling (£14,000), balance in hand verdict money less extent of liability to debenture holders. Railway Company expect that we pay charges, inscription, including seven thousand pounds sterling (£7000) stamp duty as with loan stock. Telegraph at once.

The Premier to the Agent-General.

Hobart, 23rd September, 1890.

(Translation.)

GOVERNMENT agree fourteen thousand pounds sterling not included in assets. Quarterly instalment guaranteed interest will be paid as soon as accounts have been adjusted. Contracts in England two thousand and six hundred pounds sterling accepted also cost inscription and stamp duty. Agreement may be signed at once.