

(No. 86.)



1873.

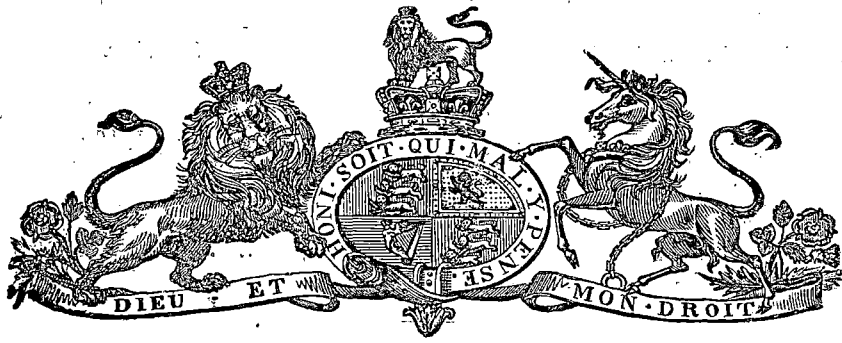
TASMANIA.

HOUSE OF ASSEMBLY.

MAIN LINE RAILWAY.

PROGRESS REPORT FROM THE SELECT COMMITTEE, WITH
MINUTES AND EVIDENCE.

Brought up by Mr. Swan, and ordered by the House to be printed, August 5, 1873.



SELECT COMMITTEE appointed on the 3rd July, 1873, to enquire as to the progress made by the Main Line Railway Company in their Work; the Terms of the Contract, and how far they have been adhered to; and any other matters connected therewith; with power to call for Persons and Papers.

MEMBERS OF THE COMMITTEE.

MR. HODGSON.
MR. MOORE.
MR. BELBIN.
MR. MILLAR.

MR. DOUGLAS.
MR. SWAN.
MR. CASTLEY (*Mover*).

DAYS OF MEETING.

July 8, 9, 10, 11, 16, 23, 24, 30, August 1.

WITNESSES EXAMINED.

Hon. W. R. Giblin, M.H.A.
Hon. T. D. Chapman, M.H.A.
Hon. Henry Butler, M.H.A.

Audley Coote, Esq.
Mr. Frith.

PROGRESS REPORT.

Your Committee have the honor to report that they have partially enquired into the matter referred to them, and have taken the evidence of competent persons; but, not having concluded their enquiries, have not at present arrived at any Resolution. They therefore submit the Minutes and Evidence, and beg that they may be printed.

JOHN SWAN, *Acting Chairman.*

1st August, 1873.

MINUTES OF THE MEETINGS.

TUESDAY, 8 JULY, 1873.

Present—Mr. Douglas, Mr. Millar, Mr. Castley, Mr. Belbin, Mr. Moore, Mr. Swan.

Resolved, That Mr. Castley take the Chair.

Mr. Swan moved—That it is the opinion of the Committee that the term “centres of population” as used in the Act of Parliament, Contract, and Schedule means Pontville, Picton, Oatlands, Ross, and Campbell Town.

Mr. Millar moved—That the word “Jerusalem” be inserted in place of “Picton.”

Question put and negatived.

Original motion put and passed.

Mr. Douglas moved—That the conditions in Section 3 of the Act of Parliament, 34 Vict. No. 13, could not be altered or varied by the Contract.

Committee adjourned at 1 until Wednesday, at 11 A.M.

WEDNESDAY, 9 JULY, 1873.

Present—Mr. Castley, Mr. Douglas, Mr. Moore, Mr. Swan, Mr. Hodgson, Mr. Millar.

Minutes of last Meeting read.

Mr. Swan moved—That the Chairman be requested to summon such witnesses as he may think can give evidence as to whether Mr. Wylie marked out a Line of Railway between Hobart Town and a point on the Launceston and Western Railway; and if so, whether that Line is practicable or impracticable.

Question put and passed.

Adjourned until Thursday, at 11 A.M.

Witnesses to be summoned—Hon. W. R. Giblin, 10th July, at 11; Hon. T. D. Chapman, 10th July, at 11.30; Henry Butler, Esquire, 10th July, at noon.

THURSDAY, 10 JULY, 1873.

Present—Mr. Castley, Mr. Swan, Mr. Moore, Mr. Millar, Mr. Douglas, Mr. Belbin, Mr. Hodgson.

Hon. W. R. Giblin, M.H.A., was called in and examined.

Adjourned to 11 A.M. on Friday.

FRIDAY, 11 JULY, 1873.

Present—Mr. Swan in the chair, Mr. Moore, Mr. Belbin, Mr. Millar.

Hon. T. D. Chapman, M.H.A., called in and examined.

Committee adjourned to Wednesday, 16th instant.

WEDNESDAY, 16 JULY, 1873.

Present—Mr. Swan in the chair, Mr. Douglas, Mr. Belbin.

On a request from the Main Line Railway Company that a Reporter may be allowed to attend the Committee on behalf of the Company, it was resolved that the request could not be complied with.

Mr. Chapman further examined.

Mr. Butler examined.

Committee adjourned at 1.10 P.M., to meet again on Wednesday, 23rd July, at 11.30.

WEDNESDAY, 23 JULY, 1873.

Present—Mr. Castley, Mr. Moore, Mr. Swan.

Resolved, That Mr. Coote be summoned for Thursday, 24 July, at 11 A.M.

Resolved, That the Honorable the Minister of Lands and Works be requested to place the services of Mr. Frith at the disposal of the Committee for the purpose of reporting on the Main Line Railway route near Oatlands as indicated by Mr. Wylie.

Committee adjourned until 11 A.M. on Thursday, 24th July.

THURSDAY, 24 JULY, 1873.

Present—Mr. Castley, Mr. Swan, Mr. Belbin, Mr. Douglas, Mr. Moore.

Mr. Audley Coote was called in and examined.

Mr. Audley Coote withdrew at 12.50.

Resolved, That Mr. Coote be summoned for Friday, at 11 A.M.

Committee adjourned at 1.5 until Friday, 25th.

FRIDAY, 25 JULY, 1873.

There being no quorum the Meeting of the Committee lapsed.

WEDNESDAY, 30 JULY, 1873.

Present—Mr. Castley, Mr. Douglas, Mr. Moore, Mr. Belbin, Mr. Swan.

Mr. Audley Coote was further examined.

Committee adjourned at 1 P.M.

THURSDAY, 31 JULY, 1873.

Present—Mr. Castley, Mr. Moore, Mr. Millar, Mr. Swan, and Mr. Douglas.

Mr. Frith was called in and examined.

Committee adjourned at 1 P.M.

FRIDAY, 1 AUGUST, 1873.

Present—Mr. Swan, Mr. Douglas, and Mr. Belbin.

Progress Report read and adopted.

Resolved, That Mr. Swan do report the progress of the Committee, with the evidence, to the House.

EVIDENCE.

THURSDAY, 10TH JULY, 1873.

HON. W. R. GIBLIN, *M.H.A.*, called in and examined.

Mr. Swan.—Your name is William Robert Giblin, and you were the Attorney-General of the late Administration? Yes.

Did you draft a Bill to empower the Government to enter into a Contract to make a line of Railway? I drafted the second Railway Act, 34 Vict. No. 13.

What was meant by centres of population? The townships on the main road.

Is the same term used in the contract? Yes, with the same meaning.

Was that made quite clear to the Company's Agent? It was so understood by Mr. Wylie, the Company's Engineer, and by Mr. Cooite.

How was Mr. Cooite accredited? In reply to this question I think it will be better for me to give the Committee an outline of the circumstances prior to the signing of the Contract and the commencement of the works. In Paper 24, House of Assembly Journals, 1870, letter 1, Main Line Correspondence, 30th August, 1869, Mr. Cooite to Colonial Secretary, Mr. Cooite says—"I am the representative of English capitalists, whose Power of Attorney I hold." Mr. Cooite left for England in November, 1869; his credentials were dated 19th November, 1869. At that time the question of centres of population had not arisen, and the route was not then fixed. In February, 1870, Mr. Cooite arrived in England; and in a letter of the 25th of that month to the Colonial Secretary he states that Doyne, Major, and Willett's survey had been submitted to Mr. Wylie. At that time doubts had arisen as to this survey being reliable. The Main Line Railway Company was then formed by Mr. Cooite in England, and incorporated on the 17th March, 1870. I produce a copy of the Articles of Association. In May, 1870, Mr. Cooite returned to Australia. Letter 20, Paper 24, shows that the Company was prepared to rely on Mr. Wylie.

By the Chairman.—Mr. Wylie, one of the Directors, was sent out here as Engineer.

Mr. Swan.—From June to August, 1870, Mr. Cooite was employed negotiating with the Government. See letters 21 to 31; and the Act 34 Vict. No. 13, is the result of the proposals. Paper 29 of 1871, letter 32, 5th September, 1870, Mr. Cooite informed the Government that Mr. Wylie was about to leave for Tasmania. Letter 38 contains the first intimation that there should be a deviation from Doyne, Major, and Willett's route. I produce Memo. from the Solicitors of the Company, explanatory: it was received before 31st October, 1870. The proposal therein was declined by letter 31st October, 1870.

In reply to the Chairman.—It was on this letter that all the future transactions were founded: all prior to this was preliminary.

Mr. Swan.—The Government had come to the determination that the line should pass through the centres of population? Yes; the Railway was not to follow the Jerusalem route if a line could be found near the Main Line. Letter 40, 30th December, 1870, Chairman to Colonial Secretary, states that, on account of the facilities and encouragement to be afforded by the Government, Surveyors will be at once dispatched, and a draft contract on terms modified in accordance with 34 Vict. No. 13, will be prepared and forwarded.

Mr. Chairman.—This letter shadows forth a route through the centres of population as nearly as might be practicable. Mr. Wylie left for Tasmania in 1871, arriving on 15th June, 1871. In letter 45, 25th March, 1871, an application had been made to the Government for £25,000 for a survey. Letter 64 asks for money for survey, implying thereby a completely new line. Mr. Wylie was engaged from June to October ostensibly in carrying out the survey and framing estimates. The contract was signed by the Government on the 15th August, 1871, prior to which Mr. Wylie had many interviews with the Government as to the route. One point which occupied some time was the mode of departure from Hobart Town. In Mr. Doyne's survey it was up Park-street, through a tunnel, and so on to New Town. In letter 44 Mr. Wylie pointed out the route through the Domain, saying Mr. Doyne's was impracticable. Mr. Wylie also informed the Government that he had succeeded in obtaining a shorter and better route to Launceston

(this was *viva voce*) of 124 miles as opposed to 145, Mr. Doyne's distance. Though it saved so much in distance, it was, per mile, more expensive than the other, and the total cost not much less than Mr. Doyne's, the 21 miles being gained at the cost of two heavy tunnels. I quote from Memo. made about that time (1871). Mr. Wylie explained that the tunnels were Spring Hill and Constitution Hill. At the request of the Government Mr. Wylie indicated his proposed route on a plan, which was subsequently produced at a meeting of the Cabinet by Mr. Wylie. On that plan the route indicated was substantially the same as that in the Company's prospectus and the accompanying plan. Mr. Wylie and Mr. Coote both informed me as a member of the Government repeatedly that it depended entirely on Mr. Wylie's report whether the Company would sign the contract or not; and subsequently to the statement as to the shorter route Mr. Wylie informed me that he would be prepared to advise the Directors to sign the contract.

By the Chairman.—Mr. Coote was present when Mr. Wylie's plan was produced at the Cabinet. Mr. Wylie informed the Government that it was his intention to proceed to England himself with the result of his survey and his estimates of expenditure and of construction, but from ill health was unable to do so. He had then finished his out-door work, but much clerical work, such as taking out quantities, still remained to be done. Paper 21, 1872, letter dated 10th November, 1871, from the Company's Solicitors to the Crown Agents, shows that Mr. Coote accompanied Mr. Wylie through the whole survey. Mr. Coote had at this time left Tasmania for England with a similar plan to that produced to the Cabinet, and the contract was not signed by the Company until the 15th March, 1872; the Tasmanian Government really signed on the 15th August, 1871. The contract was signed in duplicate, one part retained in the Colony, and one forwarded to the Crown Agents in London, to be by them handed to the Main Line Railway Company only upon receiving from them a counterpart sealed by the Company, so that there was no binding contract made until this exchange was effected on the 15th March, 1872. The present Engineer, Mr. Grant, was not, it would appear, appointed until 19th April, 1872.

By the Chairman.—Was there any other alternative line than the one traced on the map spoken of at the time the contract was signed? Certainly not.

Did you fully understand that the Railway was to be on that line and no other? Clearly; and Mr. Wylie informed the Cabinet that the deviations would not exceed from 100 yards to a quarter of a mile.

Can you identify that line as shown on the plan produced and marked with a *red* line as the one in question? I believe it to be identical.

By Mr. Swan.—Being acquainted with the provisions of 34 Viet. No. 13, would you have felt justified in entering into a contract for a route *via* Jerusalem? Only on it being shown that Mr. Wylie's route was impracticable.

Until the Company signed the contract was no attempt made to prove that line impracticable? No.

Supposing that it had been shown that that line would have cost more than £650,000, would you consider that you would have been justified in taking the line by way of Jerusalem? That would have depended on the amount of the excess,—an excess of from £50,000 to £100,000 would not; but had it been shown that the proposed route would have cost say one million, I should have considered that an "impracticable route" within the meaning of the contract.

If the traffic by Wylie's line could not be conducted without resorting to heavier rails than the minimum weight mentioned in the Act, do you consider that that would prove the route impracticable? No; certainly not. Mr. Wylie distinctly said heavier rails would be used on the heavy gradients.

Did you during your tenure of office ever sanction any deviation from Mr. Wylie's line? No.

Were you ever asked for permission to deviate by the Company or their Engineer? No.

By Mr. Belbin.—Do you believe that they have departed from the contract? I believe that it has not been shown that Mr. Wylie's route is impracticable, and until then I do not consider them justified in adopting a new route.

Do you consider the present line a deviation? I consider it a new route, although the termini are those of Mr. Wylie and not of Mr. Doyne: from Brighton to Oatlands the line is entirely new.

By Mr. Swan.—Did you know officially before leaving office that the Company was constructing a new line? Not until the receipt of Mr. Grant's letter of the 22nd October, 1872, to the Colonial Treasurer.

Did you protest against it? No; owing to the political situation of the Government (a hostile vote having been previously carried) we could not deal effectively with the question. The Government left office on the 3rd November following.

By Mr. Belbin.—How was Clause 6 of the contract to be carried out? By supervising the construction, that is by appointing an official to see that the provisions of the contract were being complied with. I have urged on the present Government to have monthly reports from some competent person as to the way the work was being carried on and constructed.

By Mr. Moore.—Do you consider the terms of the 1st clause of the schedule of the contract contrary to the provisions of the Act? No.

Was there any object in putting in the latter part of this clause? The words were inserted simply to prevent any *vexatious* interference, but not to allow of the line deviating so as not to pass through the centres of population. The term "alter and vary" is the usual one used by engineers.

By Mr. Millar.—You understood the line was to go by Mr. Wylie's route from Hobart Town to Launceston. Why were not the townships mentioned in the contract? You say Mr. Wylie produced a plan—had he made a detailed survey? I cannot say.

FRIDAY, 11TH JULY, 1873.

HON. T. D. CHAPMAN, *M.H.A.*, called in and examined.

Mr. Swan.—You are a Member of the House of Assembly, and you were Colonial Treasurer in the late Government? Yes.

Are you acquainted with the Railway Act, 34 Vict. No. 13? Yes.

Did your Government make arrangements for carrying out the intentions of that Act? Yes, to the best of my belief, as far as was necessary.

In what manner? Mr. Coote was negotiating for the construction of a Line. I concur in the whole of the evidence given by Mr. Giblin yesterday on that point. Clause 3, 34 Vict. No. 13, declares that in such contract provision shall be made, among other things, "for compelling the construction of the said Railway by a route which shall keep as near as may be practicable to existing centres of population."

What was meant by centres of population? The townships and settled country on the Main Line of Road. To keep as near as possible to the line of country which would pass through the townships on the Main Line Road.

What was meant by as near as practicable? I consider as near as practicable to be as near as the narrow gauge would allow; and I should not have considered the line through the townships on the Main Line Road impracticable even if the line would have cost £50,000 or £100,000 more than the sum mentioned in the Contract.

Did you explain the meaning of those terms to the Agent of the Company in such a manner as to admit of no misunderstanding? Mr. Coote at the time of the negotiations was Agent to the Company. I was under the impression that he thoroughly understood what was meant by keeping as near as may be practicable to the centre of population.

What proof can you adduce that the terms were so understood by the Company's Agent? On the arrival of Mr. Wylie he had an interview with me and the members of the Government, when we pointed out to him our desire that the route should proceed as near as possible through the centres of population and existing townships on the Main Line of Road from here to Launceston. Mr. Wylie said, "that was his desire and intention." We then pointed out to him that Doyne, Major, and Willett's route *via* Jerusalem would not secure the traffic that had been calculated on. Some six weeks afterwards Mr. Wylie informed the members of the Government that he had thoroughly examined the country and had found a practicable route upwards of 20 miles shorter than Doyne's route, and pointed this out roughly on a map of the Colony. Mr. Wylie said, "But everything will depend upon whether I recommend this line to the Company, and whether the line may go through the Domain. The route by Park-street would cost £40,000 more than that *via* Cornelian Bay." He then showed the way through the Domain, and the Government requested plans to be laid before them showing the route by which he proposed to connect Hobart Town with Launceston. In a few days this plan was produced, and indicated a line of rail which Mr. Wylie said he should adopt. It may have to vary a hundred yards or so, perhaps, in one or two places as much as a quarter of a mile. The plan produced shows in red the line which was pointed out by Mr. Wylie, and the different points of which were discussed with him, and we expressed our approval. He said, "There is very little margin in the amount, but if you let me go through the Domain I shall have no hesitation in recommending the line to the Company." We then entered into a contract for the construction of the Railway by the route indicated by him. In the last interview he said, "Before I leave the Colony I shall, to satisfy my Directors, have a look at the Jerusalem route, but I am perfectly satisfied with the one I have pointed out." I do not think however he went, as he was taken ill. The prospectus and plan published in London fully prove that the agents understood this to be the route.

Mr. Millar.—Is there anything in the Contract showing that the line said to be surveyed by Mr. Wylie was to be the line with such deviations as might be required? No.

Are the names of the townships mentioned in the Contract where the line was intended to go? There is nothing in the contract; but we were negotiating with the Company's Engineer, Mr. Wylie, who submitted to us this plan which he proposed to follow, showing all the townships and stations.

Mr. Swan.—Did you receive any intimation that the Company intended to depart from the terms of the Contract as interpreted by you? About three or four days before I left office.—*Vide* Letter, 22nd October, 1872.

What did you do? No action was taken on this letter, we awaiting further information as no new route was indicated or plan furnished.

Mr. Chapman then withdrew.

WEDNESDAY, 16TH JULY, 1873.

MR. CHAPMAN further examined.

Mr. Swan.—In 3rd Section, 34 Vict. No. 13, there is the following Clause:—That the said Railway, together with all Stations, Rolling Stock, and all other works connected with such Railway, shall be constructed of the best materials; and in a thoroughly substantial manner and all bridges on the line shall be constructed according to the regulations as to strength of the English Board of Trade,—how is the Government to know that this is being carried out? I had several conversations with my colleague Sir James Milne Wilson, and we came to the conclusion that it was necessary to have an oversight by a competent engineer: we made no appointment but contemplated employing Mr. Kemp.

I consider that he would under the terms of the Act have had power to supervise the construction, and the appointment was not made as the works had not commenced.

Mr. Millar.—Did Mr. Grant intimate that the Company would take the line *viâ* Jerusalem? I think about a week before I left office, or just after, he said he could not understand how Mr. Wylie ever thought of going by way of Constitution Hill.

Mr. Douglas.—Do you know whether the Company ever surveyed a line by Constitution Hill? No.

When you left office had they commenced the route *viâ* Jerusalem? Not that I am aware of.

What is meant by the regulations of the English Board of Trade? They were, I believe, laid before the Ministry, and Mr. Kemp suggested adherence to them.

Did you understand that the cost of construction would be within £650,000? No.

About what sum did you expect? Doyne, Major, and Willett's estimate for a five foot three inch gauge was £850,000. Mr. Coote estimated for a three foot six gauge £650,000 at first.

Did Mr. Grant say the speed named in the Contract could be kept up? Certainly: he told me everything that could be done by the Company would be, and I believe that the speed could be obtained.

HON. HENRY BUTLER, *Esq., M.H.A., called in and examined.*

Your name is Henry Butler, you are a Member of the House of Assembly, and Minister of Lands and Works under the last administration? Yes.

By Mr. Swan.—You are acquainted with 34 Vict. No. 13? Yes.

Had you any part in entering into a Contract for a Railway? I had.

In what way did you deal with this Company? With a person who stated he was agent for capitalists in England who could undertake the construction, and who gave us as a reference a member of the Government of South Australia. This gentleman was Mr. Audley Coote: he stated that the same capitalists had taken a contract for the construction of a Railway in Adelaide, and I believed he was the accredited agent of capitalists, and satisfactory references were obtained from Adelaide on this point.

Was it the duty of the late Government to enter into a contract precisely in the terms of the 3rd Sect. of this Act? Yes; and it was carried out: the Attorney-General of the day drew up the Contract to include those provisions, and I think it does include them.

If the Company constructed a line *viâ* Jerusalem, would that be in the terms of the Contract? It would depend on the Company being able to show that a line which went nearest the centres of population was not practicable.

What do you mean by existing centres of population? Those areas of country which contain a settled population bearing a larger ratio of inhabitants to the square mile, and also containing within its boundaries or in its vicinity land of such character as would support a large population.

What was the meaning of the expression in this Act? If it was practicable the line should be along or in the vicinity of the Main Line of Road, as that was the residence of what then constituted the existing centres of population? I do not think the language of the Act restricts the line to the townships: for instance, if it went near the Black Brush, which is some miles from Pontville, it would be equally near the existing centres of population.

Then why say Main Line of Road? Because after leaving Pontville and Bagdad the existing centres of population are congregated along the main line of road. I do not think the special townships were indicated by this expression, and I do not think it was meant to go to the townships.

I do not think the Jerusalem route was ever intended.

Did you make this clear to Mr. Coote and the Company? Reference was made to the alternative lines which had been surveyed for a Railway, both to Mr. Coote and Mr. Wylie together; and previously all information respecting these surveyed lines was forwarded to England, together with traffic returns which had been prepared by Mr. Penny as passing along the main road. Mr. Wylie in the presence of Mr. Coote said he had examined the plans of Messrs. Doyne and Co. and considered them too expensive in the character of construction, and undesirable from their position, and expressed his intention to give his first attention to discovering a route which should be in the vicinity of the main line road. At his request I accompanied him, together with some friends, over what he considered the most difficult part of the route from Bagdad to the top of Jericho. The line laid down by Mr. Wylie as it proceeds as far as the rear of Kempton was stated by him to be practicable although difficult. Subsequently I accompanied him along the valley of the Jordan from the vicinity of Apsley to Jericho: that line was stated to be practicable but very expensive. I afterwards went with him along a route from Lovely Banks proceeding to Picton, generally known as Murderer's Gully, which he stated would be the line he would select; and that is the line laid down on the chart now produced and shewn in red. The portions of the line over which I accompanied him was from a quarter of a mile to the north of the first tunnel indicated on the chart to the locality marked as a station at Jericho.

By Mr. Millar.—Did Mr. Wylie make a written Report of that survey? He stated to me that he was employed by Messrs. Punchard & Co. as well as by the promoters of the Company, and had to complete a Report to them before he left Tasmania: he sought from me information to include in that Report, and referred constantly to being engaged on preparing a Report to the Engineering firm as well as to the Company, but there was no written Report sent in to the Government.

By Mr. Swan.—How did you propose to supervise the works so as to ascertain whether the Company were carrying out the terms of the Contract?

It was the intention of the Government to appoint a competent engineer who could satisfactorily perform such duties, and the selection of such person was frequently discussed. We never doubted our authority to appoint such an officer under the terms of the Act, and that he would possess the necessary powers to enter on the work and see that the Contract was being properly fulfilled.

How came you to know what were the Regulations of the Board of Trade? Printed papers were laid before me by Mr. Kemp, showing that the inspection given by the Board of Trade was adequate to secure proper construction. They are a set of regulations well known to all persons connected with Railway Works.

Mr. Belbin.—Was Mr. Coote, the Company's agent, present on this examination of the proposed route? Yes, at all of them.

Have you seen the prospectus plan? Yes, it generally indicates the same route as that on the chart made by Mr. Wylie, and is the one that induced the Government to sign the Contract.

Mr. Swan.—Did you receive intimation of the deviation while in office? About four days before we left office there was a general intimation from Mr. Grant that Mr. Wylie's route was impracticable, and he feared he would have to go by Mr. Doyne's.

Did Government tell Mr. Wylie that Mr. Doyne's route was inadmissible? No; copies of the plans of Mr. Doyne's full survey were sent to England and examined carefully by engineers appointed by the Company and the Contractors (present), and Mr. Wylie stated that he considered the route so disadvantageous from the character of those plans, that he should not examine it until he completed all the necessary part of his work.

AUDLEY COOTE, Esq., called in and examined.

By the Chairman.—Your name is Audley Coote, and you are Agent for the Tasmanian Main Line Railway Company in Tasmania? Yes, under appointment from the Board of Directors.

What are your powers as agent? I hold a power of attorney from the Directors: my appointment is dated about the first week in April, 1872.

Are your powers limited? I have power to do all and everything I think fit for the benefit of the parties I represent.

Were you present when the contract entered into on 15th August, 1871, was signed by the Governor and Members of the Ministry? No.

Were you in Hobart Town at the time? Yes.

Were you acting for the Company at the date of this contract? I was.

Did you negotiate this contract? Yes.

Had you an engineer associated with you at that time? Yes, the late Mr. Wylie.

Did Mr. Wylie make any surveys in contemplation of this line? He never made a survey.

What do you consider a preliminary survey? It would be for an engineer to go over the country with a small staff, his chain and his theodolite, to give a rough estimate of what could be done: without these it would be no survey,—it would not be worth the paper it was written upon. Mr. Wylie said that a proper survey would have to be made.

Do you consider an engineer going along a level plain without chain and theodolite would be a proper survey? I think not.

Did Mr. Wylie make any plans of the line he recommended? No; he drew a red line on one of the lithographed maps of the Colony, showing as near as he could where he had been. He was asked to draw that line more as a favour than anything else for the late Government.

Had you any copies of this? No, only the original; the Government stating at the time they did not require to have any particulars of his journey across the island, only before I left they would like to know if his report would be favourable, but Mr. Wylie never made a report in any way. I asked him several times but he never would; he said he would never commit himself to writing until a proper survey had been made.

Did Mr. Wylie mark out any station on this plan? I cannot recollect.

Where a plan is drawn, stations marked, and distances shown so that distances could be computed, would you consider that the plan of an intended line? Certainly not.

Are you aware that Mr. Wylie marked a line and handed it over to the Government? Certainly not.

Was this contract submitted to you and Mr. Wylie, and discussed with you before it was signed? The schedule was,—not, I believe, the contract, either by Mr. Wylie or myself. Mr. Wylie was not out of my presence while he was in the Colony.

Did you discuss the terms of this contract with Mr. Wylie before it was signed? No.

Were any alterations in either contract or schedule made at your request previous to signature? I think there were.

Did you as agent before starting for England make yourself perfectly conversant with the contract? Yes.

Was there any route fixed or definitely understood before this contract was made? Only Doyne and Major's line. The route was never mentioned at any conference we had with the Government, only in conversation with ourselves outside. They hoped we should be able to keep as near the main road as possible, but it had nothing whatever to do with the signing of the contract.

How do you account for Mr. Wylie marking this line on the lithograph? He was asked to mark the line on the plan of the country he had been over, and he did so.

Does Doyne, Major, and Willett's line go by way of Jerusalem? Yes.

Is that the map issued by the Tasmanian Main Line Railway Company in London [plan produced, marked A.]? Yes.

In that map is there a line shown by way of Jerusalem? I do not know. I should not know if I were to examine the plan.

Was this prospectus signed by Mr. Davison the Secretary in London [prospectus produced, marked B.]? I believe so; I have read it: the one produced is a copy.

Does this prospectus indicate the line to be made between Hobart Town and Launceston? Yes.

Does the line here marked out agree with that of Doyne? I do not know.

Does it include any line by way of Jerusalem? I do not know anything at all about it.

Can you say positively that Mr. Wylie did not himself mark or cause to be marked the line showing the route and stations marked in red on the map produced? He certainly did not; he marked that line for his own information. The Government asked him to let them have a copy, but he was too ill, and Mr. Wylie allowed the Government to make it. Mr. Wylie's map had only the red line upon it.

Will you compare the route on the prospectus and that on the map? I am unable to do it.

By Mr. Swan.—Did the Tasmanian Main Line Railway Company issue this map marked B., having a red line marked through it representing a proposed railway, that red line passing through the towns of Picton, Kempton, and Oatlands? I have reason to believe they did.

You have inspected the map on the table with a line marked in red thereon: does that red line pass through the same places? I believe it does.

Are Tunbridge, Ross, Campbell Town, and Cleveland in both lines as the three towns mentioned in the last two questions? I believe so.

Mr. Coote withdrew.

WEDNESDAY, 30TH JULY, 1873.

MR. COOTE *further examined.*

By Mr. Douglas.—On the 22nd March, 1871, a letter was addressed to the Colonial Secretary by Mr. Henry Dobson, asking for £25,000 for a survey and preliminary expenses,—was that letter written by you and with your concurrence? (Paper 29, House of Assembly Journals, 1871.) I do not remember. Mr. Henry Dobson was solicitor to Mr. Wylie and myself.

Do you not recognise all these letters as original correspondence? I shall have to refer you to Mr. Dobson to explain all his letters.

Was not that letter written by your authority? I believe that must have been written at the suggestion of Mr. Wylie, but I do not remember now.

Do you recognise that letter as a letter of authority? Mr. Dobson can explain that letter.

There was an increase of £5000 on the sum for preliminary expenses (for Mr. Wylie's expenses): how do you account for the increase? Mr. Wylie saw that the expense was greater than anticipated.

What is meant by a "narrow gauge line?" This must be Mr. Dobson's wording. The £25,000 was handed to the former Company by cheque; it did not pass through my hands, it was paid by the present Company to the former. I don't know what was allowed for cost of survey.

Have you seen reply by Sir J. M. Wilson? I have no doubt I have seen it.

Does it not imply that a narrow gauge survey was to be made? I should not, knowing the circumstances, come to the conclusion that the survey was to be made out of the £25,000.

What do you mean by the circumstances that the Government had meant that the £25,000 was for preliminary expenses? I believe the letter of 22nd March is the first in which £25,000 is alluded to.

If that is first, how can you say it was not intended to make a survey,—refer to the next letter? This is called by us a flying survey.

How could letter of 21st March, 1871, be dictated by Mr. Wylie,—he only left England in April? I cannot remember when he arrived in the Colony.

Did not Mr. Wylie arrive here in June, 1871? I think he left England by the April mail and arrived in June.

Will you look at letter 19th April, 1871? Does it not indicate that a survey should be made of a narrow gauge line? I cannot say why Mr. Dobson uses the expression. We received the £25,000 on the strength of what Mr. Wylie did.

What did Mr. Wylie do? He made a preliminary survey.

Did he make a report of that? No.

Did he communicate to any person, to Wilson, Bristow, & Carpmael, for instance? I believe he never wrote a letter.

Did not he come out specially to make the survey? No, he came out to satisfy the gentlemen in London that a railway could be made.

What was the £5000 for? Extra preliminary expenses on the whole undertaking.

Can you produce any correspondence in proof of this? I have none except the printed papers of the House of Assembly.

Were you in the Colony 22nd March, 1871? I think I must have been.

What portion of the £25,000 did Mr. Wylie or his representatives receive? I do not know.

Who paid his expenses while here? I do not know: I did not.

Did he pay them himself? I do not know. When we were together I paid our expenses, and then we divided the amount.

How long did he remain here? Two months and a half, perhaps three. He died in November, I think.

How long was he at work in this country? He was at any rate five weeks along the Main Road.

Referring to Paper 21, June, 1872, page 4, paragraph 2, was not Mr. Wylie sent out to make a survey and report? I do not know more than I have already stated. He was sent out to satisfy the gentlemen in England as to whether a railway could be made or not.

Referring to paragraph 3, did you take home any information as to surveys or otherwise? I took home what he said about the line; just his examination and nothing more.

Was not the Company carried out in consequence of the information you gave? Yes, I think so.

Was not that information as to a narrow gauge line, and on the statement of Mr. Wylie that it could be near the Main Line of Road? No.

Did you then ignore Mr. Wylie's work? Mr. Wylie told me it would have to be surveyed; his words were, "A proper survey will have to be made."

Had you written to Wilson, Bristow, & Co.? I wrote to say I was coming.

If you went home after accompanying Mr. Wylie and giving them the information, was it not on that that the Contract was made? Mr. Wylie said, "it was just possible a line could be got through from Hobart Town to Launceston."

Can you distinctly state whether the line was to go near to the centres of population? No. Mr. Wylie went over every part of Doyne's plan, but never over the line.

When Mr. Wylie died was not Doyne's line given up? No; the Contract was signed on Doyne's survey.

The plans and sections of Doyne's surveys were handed to the Contractors,—are not the Contractors and Company in fact one? Certainly not.

Do you mean Mr. Reeve, by the Contractors? The plans were given to Messrs. Clarke, Punchard, & Co. I went and explained them on behalf of the Company.

Did the Contractors take the Contract on Doyne's plans and sections? They were handed to the Contractors by the Company before they entered into the Contract.

Was any explanation given by you as to what Mr. Wylie did? Yes; I told them he had examined another route, but it would be for them to see if it was a better one, and Mr. Wylie said he thought it was just possible to go that way.

Was prospectus and plan issued when you handed over plans? Shortly afterwards.

Why is no reference made to Doyne's Survey in prospectus? I do not know.

Is not the line mentioned in prospectus and plan the one considered by Mr. Wylie as the one just practicable? I don't know.

Were you consulted from time to time before the prospectus was issued? No; I was in communication with the solicitors, but not as to prospectus. The original Company and the old one are entirely different individuals.

What is the actual capital of the Company? I do not know; I am the attorney of the Company in Tasmania.

Is not the capital stated in the prospectus? I really do not know if it was stated or not.

Is not the capital One million Pounds? I believe it is.

Is the million over and above the £650,000 issued on debentures, and guaranteed by the Government of Tasmania? It must be.

How much of the million has been issued? I do not know.

You have stated in a letter that £800,000 had been paid up; what does that mean? The £800,000 mentioned in my letter of 25th June, 1873, includes the £650,000 of debenture capital. The £150,000 was raised by certain gentlemen becoming responsible for it; not the Directors of the Company, I believe.

In what way are they connected with the Company? I don't know.

Has the £150,000 anything to do with the expense of the line? It is to provide for extra interest, and the formation and success of the Company.

Were shares issued to them as security? I do not know, but I should think not. I do not know how they are to be repaid.

Do the Contractors receive £600,000 in cash and £400,000 in shares? I do not know.

By whom are you paid? By the Company.

From what fund—debentures or shares? I do not know.

Has the £600,000 been all paid up? I believe it has.

How does the Company operate on the banking account? I do not know.

Are you in communication with the Solicitor to the Company? No, with the Secretary, Mr. Davison.

By Mr. Swan.—Did Mr. Wylie come out to satisfy the Company as to whether the line could go by Doyne's route? I do not know.

Why did Mr. Wylie look out for another route than Doyne's? I do not know.

Did you accompany Mr. Wylie on his so-called flying survey? Yes.

Was Mr. Wylie a communicative person? Certainly not, and he did not tell me why we went.

Did Messrs. Clark, Punchard, & Co. pay any share of Mr. Wylie's expenses? I do not know.

If they said they did, is it true? I do not know.

You are certain that the Contractors and the Company are not the same? Yes.

You say Mr. Wylie came out to perform certain work for the satisfaction of the Company? Yes:

But you cannot say whether or not the Contractors paid his expenses? No.

Mr. Coote then withdrew.

THURSDAY, 31ST JULY, 1873.

MR. FRITH *called in and examined.*

By the Chairman.—Your name is John Robert Frith, and you are Inspector of Public Works and Inspecting Engineer on the Main Line Railway? Yes.

What previous experience have you had as an engineer? I was 17 years on railway works, sometimes as Resident Engineer, at others Contractor's Manager; and since I have been in the Colony I have had command of all the works on the North Coast.

Have you been accustomed to take levels in England, make out lines, and take out quantities? Yes.

Have you been at Oatlands lately? Yes; I went there last Friday night.

Did you pass along a line lately marked out by Mr. Climie in a flying survey? Yes; and I had with me a copy of his survey and a map showing the route. I believe they were correct. I walked over the line on Saturday from end to end as near as we could find it. I found one starting place of one of the inclines near enough to check. I then measured the 74-chain grade shown on the section and tried the level over it. Mr. Climie's height is 71.55 feet; my check is 70.78 feet, giving a difference of about 9 inches in the whole length. Mr. Climie calls this a grade of 1 in 67.61; mine is 1 in 68.26. I then measured across to the top of the long incline, and then took the level to the junction with the Main Line Railway near Jillett's. Mr. Climie's height is 200.73 feet; my check 196.17 feet, a difference of 4.56 feet in the length, which is 2 miles 73 chains. There is a slight error in the grade too here. Mr. Climie calls it 1 in 72.20, it should be 1 in 76.66. As the line was not pegged out, there may have been a slight difference in the starting point at the top of the hill. I did not try the curves, they were so easy there was no occasion to do so: the sharpest would be about 10 or 12 chains radius.

Did you investigate the cuttings and fillings? I think Mr. Climie is in excess if anything in his cuttings. There is much that is mere surface forming over the soil. There is one apparently a sand cutting and one sand rock cutting. All the rest, until near the Lagoon, is ordinary sand clay. There is a freestone cutting on the bank of the Lagoon, the size of which will depend on the height of the bank across the Lagoon. The line is altogether on high and dry ground, and will require little or no draining.

Do you consider Mr. Climie's survey reliable and correct? I do; it is very reliable and very correct. The general direction of the line on the plan, viz. Mr. Climie's and Mr. Wylie's, are the same. Mr. Wylie must have walked over and examined the line to mark it on his plan. The differences are only those that would arise from making a more accurate survey.

Is the route out of Oatlands practicable? Very practicable and very easy.

Would a line following Mr. Climie's line be expensive? No; I should think it could be constructed at a very little cost.

By Mr. Swan.—Do you think Mr. Wylie must have made a personal examination of the line that so approximates to Mr. Climie's? Yes; no one could have marked out a line so nearly without doing so.

By the Chairman.—Did you examine into the practicability of constructing the line you surveyed with one down the Dulverton Rivulet? Yes.

If a practicable line could be found up the Valley of the Jordan, would the connection of the two be easy? Yes, it would.

By Mr. Douglas.—Did you go over the Company's line? No.

Can you from the map tell the difference in length between the Company's line and the one you indicate? The line I mention would be perhaps 4 or 5 miles longer.

Is the land good through which the Company's line goes at the back of Oatlands? No; the hills are what I should call barren.

Would any advantage be gained by taking the line through Oatlands? The advantages would of course be very great to the inhabitants: beyond this I see no great advantage except to the settlers on the west of the township.