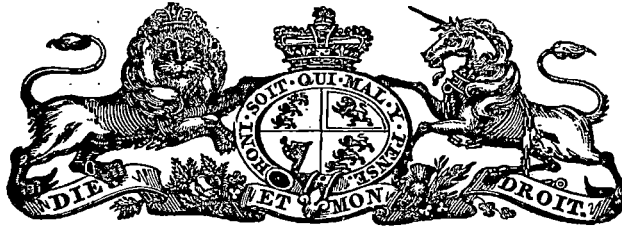


(No. 13.)



1872.

SESSION II.

TASMANIA.

LEGISLATIVE COUNCIL.

MAIN LINE RAILWAY.

CORRESPONDENCE.

Laid upon the Table by Mr. Scott, and ordered by the Council to be printed,
December 12, 1872.



MAIN LINE RAILWAY CORRESPONDENCE.

*Tasmanian Main Line Railway Offices,
Hobart Town, 22nd July, 1872.*

SIR,

I HAVE the honor to inform you that, after a careful examination of the various sites that are in any degree available for the terminus of the Main Line Railway in this city, either in regard to facility of approach from the interior, the desirability of avoiding the destruction of town property and injury to streets, and more especially with reference to the great importance of obtaining a ready access from the terminal dépôt to deep water wharves,—having in mind the certainty that the increasing commerce of the port must require that the Line be eventually extended round the harbour,—I have selected the Lower Cricket Field in the Queen's Domain as the most eligible site for the Railway Station and machine shops, provided that the Government would, without cost to the Company, transfer it to them, and also grant the right of way around the reserve of the Government House and of part of the Domain, and a very small part of the Botanic Garden.

This situation is also, I believe, that which the public earnestly desire; and although its adoption will involve lengthening the Line and a large extra outlay in other respects, this will, I think, be fully justified by the peculiarly good accommodation it affords for all services present and prospective.

On behalf of the Company I have therefore to request that the Government will sanction this selection, and undertake to concede to the Main Line Railway Company, under proper restrictions, the Lower Cricket Ground, with the right of way round the Government property on the coast at this part, passing also through the reserve of the Government House and across the corner of the Botanic Garden, to which, however, no injury whatever will be done. Upon the completion of the survey, and before possession of the ground is required, a plan of this portion of the Line will be laid before you.

I have at this time most respectfully to urge upon the attention of the Government that the Company are at the present time in a disadvantageous position, owing to the rejection during the last Session of the Bill introduced into the House of Assembly in November, 1871, intituled "A Bill to further amend the Main Line of Railway Act," and under which it was provided that the Company had the power to take the land before alluded to, and also the district known as the Launceston Swamp near that town, with the necessary powers to compel the Launceston and Western Railway Company to allow of the alteration of their Line by the addition of an extra rail, of free running powers, and the right to alter and erect station buildings and other works at the Station at Launceston, and to exempt the Company from the payment of wharfage, municipal, and road rates.

At the time that the Company arranged with the Contractors for the construction of the Line they offered them the above-mentioned rights and privileges as a part consideration for the cost, being assured that they were fully justified in doing so from the tenor of your letters of the 18th and 26th August, 1871. Unless therefore the Company are placed in a position to complete their contract in this respect, I fear that serious difficulties prejudicial to the rapid and proper construction of the road may arise.

While the Company do not doubt that the Government will fulfil all the obligations implied in your letters, they venture to suggest that, under the peculiar circumstances above recited, it would be but right and equitable were they to receive from the Government a written assurance that the temporary rejection of the Bill should not be assumed to prejudice the Company, and that the present Government and their successors may be considered morally bound to ensure the Company the privileges herein mentioned, and for which they now earnestly pray.

I have, &c.,

(Signed) CHARLES H. GRANT,

Engineer to the Tasmanian Main Line Railway Company.

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 10th August, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter under date 22nd ultimo, in which you suggest, on the part of the Tasmanian Main Line Railway Company, "that it would be but right and equitable were you to receive from the Government a written assurance that the temporary rejection of the Bill" introduced into Parliament last Session to afford the Company certain facilities and privileges, "should not be assumed to prejudice the Company, and that the present Government and their successors may be considered morally bound to ensure the Company the privileges therein mentioned, and for which they now earnestly pray."

In reply, I have to acquaint you that the Government renews to the Tasmanian Main Line Railway Company the assurance conveyed to your Solicitor, Mr. H. Dobson, in my letter of the 18th August, 1871, (Main Line Railway Correspondence, Legislative Council, Session 1871, No. 29,) that the Government will submit a Bill to meet Mr. Wylie's views on the subject of the Hobart Town terminus of the Line and the route through the Domain.

The Government will also be prepared, when the proper time arrives, to submit to Parliament a Bill to enable the Governor in Council to exempt from wharfage rates the Railway plant to be introduced into the Colony by the Company.

I have also to inform you that, after personal inspection of the route of the Line through the Queen's Domain selected by yourself, the Government approves that selection, and undertakes to move Parliament to make such concessions by legislation as may be deemed requisite to afford the Company the necessary facilities for constructing this portion of the Railway.

I have, &c.,

(Signed) J. M. WILSON.

CHARLES H. GRANT, *Esq.*, *Engineer to the Tasmanian Main Line Railway Company.*

*Tasmanian Main Line Railway Company, Limited, Engineers' Office,
Hobart Town, Tasmania, 7th August, 1872.*

SIR,

THE Contractors for the Main Line Railway are anxious to immediately commence the construction of the Railway, and therefore as an indispensable preliminary operation to erect temporary shops and stores.

The ground most suitable for this purpose, on account of the locality being completely hidden from the Queen's Domain, thereby shutting out from view these temporary works, is the piece of broken ground between the road leading to the Slaughter-houses and the bluff of the Domain, now used solely as a rubbish heap.

I have therefore on behalf of the Main Line Company to request that the Government would authorise the immediate entry of the Contractors on the ground as above defined lying at the back of the Engineer Offices and extending to the Slaughter-house ground, reserving however a road to the Slaughter-houses; all which land must necessarily be required for railway use.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 13th August, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 7th instant, requesting that authority may be given to enable the Contractors of the Main Line Railway "to erect temporary shops and stores" on the ground indicated by you.

In reply I beg to acquaint you that, with the view of affording facilities "to immediately commence the construction of the Railway," the Government will authorise the Contractors to erect "temporary shops and stores in the quarry in the Queen's Domain, near the Slaughter-house.

The precise position to be occupied by the buildings in question, and the area of the ground to be temporarily used, will be definitely pointed out by the Minister of Lands and Works.

I have, &c.,

(Signed) J. M. WILSON.

CHARLES H. GRANT, *Esquire, Engineer Tasmanian
Main Line Railway Company.*

Hobart Town, 14th August, 1872.

Re TASMANIAN MAIN LINE RAILWAY.

SIR,

I HAVE the honor to request that you will forward me a letter authorising the Contractor of the Railway and his workmen to enter upon the land and grounds occupied by His Excellency the Governor for the purpose of removing and re-erecting the boundary fence inside the line where it is proposed to take the Railway. You will remember that it was explained to the Members of the Government at the last interview that Mr. Reeve has his foreman of carpenters now idle, who could therefore see that the work was carefully and properly done, and that no unnecessary damage was caused to the Government-house grounds.

Trusting to receive the authority in the course of the day,

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 15th August, 1872.

SIR,

REFERRING to the personal application by Mr. Reeve, and also by Mr. Grant, for permission to remove a portion of the present fencing around the private grounds attached to Government House, and to erect new fencing in the same locality previously to commencing work on the Main Line Railway in the Queen's Domain, I beg to acquaint you that, having taken His Excellency's pleasure on this point, I am now able to state the terms on which the Government is willing to accede to the request.

In the absence of Legislative authority for the prosecution of these operations in the Domain, it must be distinctly understood that they will be undertaken entirely at the risk and responsibility of the Company.

As the fencing proposed to be removed and erected will enclose that portion of the Domain which is reserved for the private use of the Governor, it will be necessary that the proposed alterations of the existing fences, and the character and description of the new fences to be erected, should be such as shall be found to meet the wishes and approval of His Excellency.

It is also requisite that the contemplated works in the immediate neighbourhood of Government House should be prosecuted in such a manner as will occasion the least possible inconvenience to the Governor, and in accordance with whatever suggestions on this subject may emanate from His Excellency.

On these conditions I am able to convey to you the sanction of the Government for the works indicated in your application of yesterday's date.

I have, &c.,

(Signed) J. M. WILSON.

AUDLEY COOTE, *Esq., Attorney for the Tasmanian
Main Line Railway Company.*

Tasmanian Main Line Railway, Hobart Town, 15th August, 1872.

SIR,

I HAVE the honor to express the thanks of the Tasmanian Main Line Railway Company, Limited, for your letter of the 10th instant, conveying the intimation of your Government that, following the presumption of a moral obligation to confer on the Company the facilities specified in an Act brought before the last Parliament, they are prepared to again submit to the House a Bill empowering the Company to carry the Railway round the Domain, and to make the terminus they propose at Hobart Town; also to enable the Governor in Council to exempt from wharfage rates all railway material introduced into the Colony by the Company.

You further kindly inform me that the Government, after personal inspection, approve of the route of the Line through the Queen's Domain, and will recommend Parliament to make the necessary Legislative concessions for the completion of the work, which I am much gratified to learn.

I have, &c.,

(Signed)

CHAS. H. GRANT, *Engineer.*

The Hon. the Colonial Secretary.

Government House, 16th August, 1872.

MEMORANDUM FOR MINISTERS.

SINCE my conversation with the Premier on the subject of Mr. Reeve's application to be allowed to remove a portion of the present fencing around the private grounds of Government House, I have given the matter further consideration. I have no wish to throw any unnecessary obstacles in the way of the Contractors, but before I give my approval to the draft letter forwarded by Mr. Wilson, I should wish to be informed under what Act of Parliament the grounds of Government House are reserved for the use of the Governor of the Colony; and whether this matter is one in which the Imperial Government can fairly be said to have no voice or interest.

It is obvious at all events that the assent of the Tasmanian Parliament must be obtained before any portion of the Domain can be taken for railway purposes; and I confess I do not quite understand why any portion of the grounds of Government House is to be thus occupied in anticipation, and fencing removed, before such powers are formally given to the Company. It is impossible that such works can be executed without the privacy of the grounds of Government House being to a certain extent invaded, and other inconvenience caused; and in the event of the assent of Parliament not being obtained, I shall have been put to all the inconvenience of having had the grounds occupied and a large quantity of fencing removed for no practical purpose whatever. As it appears to me, under the peculiar circumstances of the case, the grounds of Government House might with far better grace have been kept quiet until the last possible moment, and preliminary works executed elsewhere, instead of being as they are, apparently, the first selected for occupation by the Contractors' staff.

I must in any case make the following stipulations:—

(1.) That the removal of fencing be strictly confined to the paddocks; and that no portion of the ornamental or private walks be interfered with until the formal assent of Parliament for entering on the Domain is obtained.

(2.) That the work to be executed previous to such assent of Parliament is to be confined to the removal of or erection of fencing merely; and that no cutting down of trees or cutting or embankment of any kind shall be entered upon.

(3.) That in the event of the assent of Parliament being refused the Contractors shall be bound by agreement to restore all the fencing to its original position, and to make good any injury that may be done to the grounds.

CHARLES DU CANE.

MEMORANDUM.

IN acknowledging His Excellency's Memorandum for Ministers of the 16th instant, Mr. Wilson has the honor to assure the Governor that Ministers entirely appreciate His Excellency's readiness to facilitate the progress of the Main Line Railway works, and believe that the operations indicated by Mr. Reeve will not invade the privacy of the grounds of Government House to an extent calculated to occasion anything approaching to inconvenience or annoyance to its occupants.

In conveying to the Company's Agent the permission sought on behalf of the Contractors, Mr. Wilson will take care to insist upon the strict observance of the stipulations laid down in the Governor's Memorandum.

As regards the law reserving the grounds of Government House for the use of the Governor, Mr. Wilson begs to acquaint His Excellency that the 24th Vict., No. 16, reserves the Government Paddock, or Queen's Domain, comprising within its area the site and grounds of Government House, for purposes of public use and recreation, and provides that the same shall not be alienated for any greater estate or interest than a demise from year to year otherwise than by virtue of an Act of Parliament of Tasmania.

The Imperial Government cannot be "fairly said to have any voice or interest" in the matter, inasmuch as under the Constitutional compact implied in the Royal Assent to the 18th Vict., No. 17, ("The Constitutional Act,") the demesne lands of the Crown in Tasmania were transferred to the Colony in consideration of the Civil List therein granted to Her Majesty.

The site and grounds of Government House have never been demised in a Crown grant to the Board of Ordnance or War Department, as was the case with the Barracks, Commissariat Stores, and other buildings recently transferred to the Colony, but remain the property of the Colony. The whole Domain, or Queen's Park, is specially exempted from the operations of "The Waste Lands Act" by the Act of Parliament already referred to, 24th Vict., No. 16.

(Signed) J. M. WILSON,
Colonial Secretary's Office, 17th August, 1872.

His Excellency the Governor.

Tasmanian Main Line Railway Company, Limited,
Hobart Town, 19th August, 1872.

SIR,

I HAVE the honor to forward a letter from Mr. Grant, the Engineer for the Tasmanian Main Line Railway Company, in which he asks the Government to grant eleven acres of land known as the Swamp for the purposes of the Railway; also permission to extend a side track of the Launceston and Western Railway to the bank of the North Esk River.

I may also be permitted to state it is essential that a wharf should be immediately provided, or the Contractors will not be ready to receive the plant now daily expected.

I have the pleasure to enclose copy of a letter from Richard Green, Esq., Master Warden at Launceston.

The Hon. the Colonial Secretary.

I have, &c.,
(Signed) AUDLEY COOTE.

(Copy.)

Tasmanian Main Line Railway, Hobart Town,
16th August, 1872.

SIR,

I HAVE the honor to inform you that, after a careful examination of the wharf accommodation at Launceston, and of the banks of the North Esk and Tamar Rivers near that town, I find that the best site for a terminal deep-water wharf is undoubtedly that selected by Messrs. Doyne, Major, and Willett on the land known as the "Launceston Swamp," which is shown on their plan now in possession of the Government, the portion of ground required for the wharf and the railway tracks leading to it being shaded with black lines.

On behalf of the Tasmanian Main Line Railway Company, Limited, I have to apply to the Government for a grant of this land, the area of which is about eleven acres. The Contractors desire to take advantage of the proximity of the ground outside the Dike of the Esplanade on the North Esk River, at Launceston, to the wharves on the opposite side of the river, for the purpose of erecting on this ground a wharf at which to unload their permanent way material, machinery, and plant from the regular trading vessels which will bring it out, since these vessels being berthed near the town would not discharge at a wharf below the bar of the North Esk River.

As it is really essential that a wharf should be immediately provided on the railway side of the river at Launceston, and the position proposed is most eligible in every respect, I have the honor to request that the Government would grant the Main Line Railway Company immediate permission to extend a side track of the Launceston and Western Railway to the bank of the North Esk River opposite the existing wharves at Launceston, and to construct thereon a wharf, and to make use of the land outside the dike at this position in landing the railway material and plant during the construction of the Railway, and until a permanent wharf is constructed on the River Tamar.

The Marine Board and Harbour Master have inspected and approved the site before indicated, and have, so far as their jurisdiction extends, given me a written permission to erect the wharf on the river face.

I trust, therefore, that the Government will promptly assent to the proposed use of the above-mentioned land, which is at present unoccupied, and thus allow of the Contractors immediately commencing the work, for which they have made all the necessary arrangements.

The Hon. the Colonial Secretary.

I have, &c.,
(Signed) CHAS. H. GRANT, Engineer.

(Copy.)

Marine Board Office, Launceston, 14th August, 1872.

SIR,

IN reply to your application of this day's date for permission for the Company you represent or its Contractors to erect a wharf on the north bank of the River Tamar between the bridge and the public wharves for the purpose of landing Railway material, I have to inform you that the Marine Board has agreed to grant you permission to erect the wharf, provided the Company obtain the consent of the Government to such wharf being erected at the spot indicated by you, and provided the same wharf does not extend into the river more than 20 feet from the present Dolphins or from a line drawn between the two.

I have, &c.,

(Signed)

RICHD. GREEN, *Master Warden.*

CHAS. H. GRANT, *Engineer Tasmanian
Main Line Railway Company.*

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 21st August, 1872.*

SIR,

REFERRING to my several letters to you on the subject of the land at the Launceston Swamp and to Mr. Grant's letter of the 16th instant, I have now the honor to forward to you a tracing showing the land required for the Station at Launceston, this land, the area of which is about 11 acres, being shaded with black lines.

I have, &c.,

(Signed)

AUDLEY COOTE.

*The Hon. the Colonial Secretary.**Colonial Secretary's Office, 23rd August, 1872.*

SIR,

HEREWITH I enclose you copies of communications received from Mr. Coote, Agent, and Mr. Charles H. Grant, Engineer, to the Tasmanian Main Line Railway Company, dated respectively the 16th and 19th instant.

I have to request that you will examine the site of the 11 acres of "The Swamp" indicated in Mr. Grant's letter, and report to me upon the application with reference to the requirements of the Launceston and Western Railway and of the Main Line Railway, and also with reference to the public convenience of the inhabitants of Launceston.

I have, &c.,

(Signed)

J. M. WILSON.

S. V. KEMP, *Esq., Launceston.**Colonial Secretary's Office, 23rd August, 1872.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 19th instant, enclosing an application from Mr. Grant, the Engineer of the Tasmanian Main Line Railway Company, for a grant of 11 acres of land known as "The Swamp," Launceston, and asking permission to erect a wharf on the north bank of the River Tamar, between the bridge and the public wharves, for the uses and purposes of the Tasmanian Main Line Railway Company; and also asking permission to extend a side track of the Launceston and Western Railway to the bank of the North Esk River at the site of the proposed wharf.

In reply, I am able to acquaint you that the Government will grant permission to erect the wharf at the spot and under the conditions specified in the letter from the Master Warden of the Launceston Marine Board to Mr. Grant dated 14th instant.

Permission is also granted to the Company to extend a side track of the Launceston and Western Railway in terms of Mr. Grant's application.

The grant or lease of 11 acres of "The Swamp" will require the sanction of a Legislative enactment. When this application has been reported on by an Officer of the Government, I shall be able to inform you to what extent and on what conditions I shall be prepared to recommend this concession to the favourable consideration of Parliament.

In the meantime the Contractors are at liberty to use the land in question for the extension of the side track to the water's edge.

I have, &c.,

(Signed)

J. M. WILSON.

AUDLEY COOTE, *Esq., Agent Tasmanian Main Line
Railway Company.*

*Tasmanian Main Line Railway Company, Limited,
Engineers' Office, Hobart Town, Tasmania, August 26th, 1872.*

SIR,

I HAVE the honor to acknowledge and thank you for your letter of the 13th instant, under which the Government grant permission for the Contractors to the Main Line Railway Company to erect temporary shops and stores on the ground known as the "Quarry" in the Queen's Domain near the Slaughter House, the site for which has since been pointed out by the Minister of Lands and Works.

I have further to express the obligation of the Railway Company for the permission granted them in your letter of the 23rd instant to their agent, Mr. Coote, to erect a wharf at Launceston, and to make a track thereto from the Launceston and Western Railway, and to use the adjoining ground in landing their railway material, &c.

Also for the promise of the Government to favourably consider and recommend Parliament to concede the application for 11 acres of land in the Launceston Swamp, to be used in connection with a deep water wharf; while you further kindly state that the Contractors are at liberty to use this land in the meantime.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. the Colonial Secretary.

*Tasmanian Main Line Railway Company, Limited,
Engineers' Office, Hobart Town, Tasmania, 26th August, 1872.*

SIR,

I HAVE the honor to bring under the notice of the Government, through your Department, that the Contractors for the Main Line Railway are unable to proceed with the only portion of the Railway which has been staked out and approved, and on which therefore they are at liberty to commence practical work, until the Government have sanctioned their entry upon and their fencing in the ground required for the Line round the Queen's Domain and through the reserve of the Government House.

Waiting the arrival of a large number of labourers expected from England, the Contractors are not prejudiced by the delay, except that it prevents their employing that part of the local population desiring work, and who in this slack season seem particularly desirous for employment. In this respect it would be a great benefit to the whole country were the Government to promptly grant the Contractors the necessary facilities for actively commencing the construction of the Railway with all the local labour and resources that are available.

The plans for this portion of the Line have been duly signed and deposited in the Office of the Minister of Lands and Works.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 28th August, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 26th instant, suggesting, for the reasons you assign, that sanction should be granted to the Contractors of the Main Line Railway to enter upon and fence in the ground required for the Line round the Queen's Domain, and through the reserve of the Government House.

In reply, I beg to acquaint you that with the view of affording every facility "to commence practical work," and also to afford immediate employment to the available workmen in the Colony, the Government authorises the fencing of that portion of the ground required for the Line which is outside the reserve for Government House and the Botanical Gardens.

In the absence of legislative authority for the prosecution of this work, it must be distinctly understood that it will be undertaken entirely at the risk and responsibility of the Company.

I anticipate that in a few days hence I shall be in a position to communicate to you further the views of the Government with respect to that portion of the Domain which is not embraced in the authority now granted.

I have, &c.,

(Signed) J. M. WILSON.

CHARLES H. GRANT, *Esq., Engineer Tasmanian
Main Line Railway Company.*

Public Buildings, Launceston, 28th August, 1872.

SIR,

IN compliance with your favor of the 23rd instant, requesting me to examine the site of the proposed wharf below the bar and the approaches leading thereto, and also to report with reference to the requirements of the Launceston and Western Railway and the Main Line Railway in regard to this wharf, and likewise with reference to the public convenience which the same might have upon the inhabitants of Launceston, I have the honor to advise that the site now required for a wharf is most suitable, and no difficulty would be experienced in making an approach to it; but whether the taking up of a portion of the width of the Esplanade would not be an injury to those persons who have purchased property in this part of New Town I cannot advise, and it would be a matter which the Municipal Council of Launceston would have to deal with.

The site, as well as the land, was applied for by the late Launceston and Western Railway Company, and permission was given to temporarily occupy both.

No one can question or doubt the desirableness at some future time of having this wharf and connections made thereto; but it becomes a matter for consideration as to whether it would not be more advantageous and profitable for the Government to construct these works when the necessity arises, and make them an adjunct to the present Launceston and Western Railway, giving to the Main Line Company the same rights and privileges as they now possess over the other portions of the Line; and this is a course I would recommend to be adopted.

It must be obvious that if the Main Line Company held an exclusive right over any portion of the present terminus or its arrangements, it would lead to serious complications in the adjustment of tollage for traffic; and they could, unless proper provision was made, dictate any terms to the Government, if at any time they wished to use the proposed wharf and lines leading thereto.

I am of opinion that the general public would be considerably benefited by having a wharf in deep water where passengers and luggage could be landed at low tide, instead of having to endure the inconvenience of coming ashore in small boats; and were a roadway made along Gleadow-street, cabs could come close up to the wharf and take away the passengers arriving from the neighbouring Colonies.

It would likewise benefit the shippers of merchandise and produce to and from ships which are too deeply laden to cross the bar.

With reference to that portion of Mr. Grant's letter asking for permission to construct a temporary wharf for the use of the Contractors to land their plant and materials nearly abreast of Gunn-street, as indicated in the accompanying tracing, I see no objection to such permission being granted, provided the Contractors are prepared to conform to all Port regulations and give security that the embankment now protecting the several properties shall not be injured; and also the conditions which the Government may impose in making the necessary connections with the existing Lines at the Launceston terminus will likewise have to be observed.

I deem it within my duty to mention that the eleven acres of land in the locality now applied for is very valuable, and doubtless will be taken into consideration by the Government when determining the future arrangements with the Company.

The Hon. the Colonial Secretary.

I have, &c.,

(Signed)

SAML. V. KEMP.

SIR,

Colonial Secretary's Office, 31st August, 1872.

UNDERSTANDING that the Council of the Royal Society has had under its consideration the proposed course of the Main Line Railway through the Queen's Domain, I have now the honor to submit a plan of the route which embraces a portion of the Botanical Gardens.

You will perceive that the contemplated Line laid down and staked out by the Engineers is in that position which would cause the least inconvenience to the public by its passage through the Gardens, and also very slightly interfere with existing arrangements.

I shall be glad to be informed whether the route in question, as affecting the Botanical Gardens, is consonant with the views of the Council, and also to receive an expression of opinion as to the character of fencing, should any be required, to separate the Line from the other portion of the grounds.

J. W. AGNEW, Esq., M.D., *Honorary Secretary*
Royal Society, Tasmania.

I have, &c.,

(Signed)

J. M. WILSON.

LAUNCESTON SWAMP

Scale: Six Chains to an Inch.



SIR,

Royal Society, Tasmania, 10th September, 1872.

IN reference to the proposed route of the Railway through the Public Gardens, I beg to state that I have this day laid your communication on the subject before the Council of the Society. In reply, I am requested to say that the Council think the route indicated is that which will give the least general inconvenience; and they feel assured that the Contractors will take every precaution necessary to guarantee the visitors to the Gardens, especially children, from whatever dangers may be incidental to the passage of a railway through a spot so much frequented.

The Hon. the Colonial Secretary.

I have, &c.,

(Signed) J. W. AGNEW, M.D., Hon. Sec.

SIR,

Colonial Secretary's Office, 8th October, 1872.

REFERRING to my letter to you under date the 28th August, on the subject of the proposed route of the Main Line Railway through the Domain, I have now to inform you that the Council of the Royal Society has intimated to me its acquiescence in the passage of the Railway through the Botanical Gardens.

The Contractors are, therefore, now at liberty to commence operations on that portion of the Line on the conditions and understanding notified to you in the letter referred to above.

I may add that the Royal Society has expressed to me its assurance, in which I desire to express my concurrence, "that the Contractors will take every precaution necessary to guarantee the visitors to the Gardens, especially children, from whatever dangers may be incidental to the passage of the railway through a spot so much frequented."

CHARLES H. GRANT, Esq., Engineer Tasmanian
Main Line Railway Company.

I have, &c.,

(Signed) J. M. WILSON.

SIR,

*Tasmanian Main Line Railway Company, Limited,
Engineers' Office, Hobart Town, Tasmania, 21st October, 1872.*

I HAVE the honor to acknowledge your letter of the 8th instant, in which you inform me that the Council of the Royal Society has intimated to you its acquiescence in the passage of the Main Line Railway through the Botanical Gardens, and the Contractors are at liberty to commence operations on that portion of the line on the conditions and understanding stated in your letter of the 28th August.

On behalf of the Tasmanian Main Line Railway Company, Limited, I beg to express their obligation to the Council of the Royal Society, and to yourself, for the permission as given; and to assure you that every precaution shall be taken to protect the visitors to the Gardens and their children against any damage arising from the construction or operation of the railway through those most deservedly popular pleasure grounds.

The Hon. the Colonial Secretary.

I have, &c.,

(Signed) CHAS. H. GRANT, Engineer.

SIR,

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, 26th October, 1872.*

REFERRING to my letter to you of the 26th August last, and your reply thereto of the 28th of that month and subsequent letter of the 8th instant, I have the honor to inform you that the Tasmanian Main Line Railway Company, Limited, are unable to proceed with the construction of the Railway or its fencing round the Queen's Domain on the terms you specify, which require that in the absence of legislative authority for the prosecution of this work it must be distinctly understood that it will be undertaken entirely at the risk and responsibility of the Company.

The Company consider and are advised that the powers conferred by "The Main Line of Railway Act," 33 Viet. No. 1, enable the Government at the request of the Company to authorise and require the Commissioner of Crown Lands to grant them a renewable lease for 99 years at a peppercorn rent of the land which they now require without reference to Parliament.

The Company therefore wish to impress upon the Government the necessity for fulfilling the conditions of the Contract in granting them a renewable lease of the land in question; and desire to state that any further delay in this matter will most seriously prejudice them, and may delay the completion of the Line.

The Hon. the Colonial Secretary.

I have, &c.,

(Signed) C. H. GRANT, Engineer.

EXTRACT from the Minutes of the Executive Council.

TUESDAY, 29TH OCTOBER, 1872.

Present :

His Excellency the GOVERNOR.

The Hon. J. M. WILSON, *Colonial Secretary.*The Hon. T. D. CHAPMAN, *Colonial Treasurer.*The Hon. H. BUTLER, *Minister of Lands and Works.*

MINUTE No. 296.

THE Council submit—That the Commissioner of Crown Lands be authorised and required to issue to the Tasmanian Main Line Railway Company, Limited, a lease for 99 years, at a peppercorn rent, of the three pieces of land forming part of the Queen's Park described below, the same being required for the purpose of erecting a Goods and Passenger Station, and otherwise for the purposes of the said Line.

Such lease to be framed in accordance with the provisions of the 3rd Section of the "Main Line Railway Act," 33 Vict. No. 1.

1. 7a. 1r. 14p. or thereabouts.—Known as the Lower Cricket Ground, bounded by Park-street, the road extending from Liverpool-street, and the road extending from Macquarie-street as at present fenced.

2. 4a. 0r. 36p. or thereabouts.—Situated between the road extending from Macquarie-street and the River Derwent, as the same is delineated on the map of the Queen's Park in the office of the Minister of Lands and Works.

3. A portion of land not exceeding 20 feet in width from the centre on each side of the route of the Railway, extending a distance of 179 chains 40 links to the fence on the northern boundary of the Queen's Park, as the same is delineated on the map of the Queen's Park in the office of the Minister of Lands and Works.

The Governor approves.

Certified to be a true extract.

E. C. NOWELL, *Clerk of the Council.*

CORRESPONDENCE INADVERTENTLY OMITTED TO BE INSERTED IN ITS PROPER PLACE.

Hobart Town, 14th August, 1871.

SIR,

REFERRING to the last interview between Mr. Wylie and the Government on the question raised in my letter to you of the 8th July, I have now the honor to state for your information the additional power and concessions which Mr. Wylie considers necessary should be vested in and granted to the Main Line Railway Company to enable them successfully to carry out the construction of the Main Line Railway.

1. The 12th Section of the Act 33 Vict. No. 21 empowers the Governor in Council to authorise the Main Line Railway Company to lay down a third rail from the proposed junction at Evandale to the Launceston Station of the Launceston and Western Railway; but under the powers conferred by this Act can the Main Line Company cut, lift, and relay all rails, sleepers, &c. necessary to enable them to lay in such sidings, switches, and crossing which may be required for the proper and efficient working of the traffic of the Main Line Railway? If not, it is necessary that the Governor in Council should obtain such powers, and confer them on the Company.

2. In order that the Launceston and Western Railway's station at Launceston may be adapted to the proper and efficient working of the Main Line traffic as well as the traffic of the Launceston and Western Railway, full power must be obtained to enable the Main Line Railway to alter, rebuild, and remodel the entire existing Station or any part thereof, including all rails, sidings, booking offices, platforms, goods sheds, and all other works and buildings connected with the Station; and all such portions of the Launceston and Western Railway Company's Station ground and land as may be required for these purposes must be vested in or transferred to the Main Line Company free of charge.

3. Such powers must be vested in the Main Line Railway Company as will enable them to employ all booking clerks and servants necessary for the service of their own Line at the Launceston and Western Railway's Station, conveniently accommodated to the existing or altered Station buildings; or the Launceston and Western Company must be compelled to attend to and properly work the Main Line traffic at the Launceston Station by means of their own officials.

4. The Main Line Railway Company require full powers and authority to enable them to lay down and use one or two lines of rails as they may think fit on the Launceston and Western Station ground between the Launceston and Western line of rails presently existing between the goods shed of the Launceston and Western Railway and the dyke now separating the said line of rails from the North Esk River; also to lay in such switches and crossings and do such works as may be necessary to form a proper and efficient junction with the rails at or near the east end of the Launceston and Western Station ground. Such portions of the Station ground as may be required for this purpose to be conveyed to or vested in the Main Line Company free of charge.

5. The Main Line Railway Company require the consent of the Governor in Council to enable them to carry their rails across the road from Launceston to George Town in continuation of the rails laid down, or to be laid down, in the Launceston and Western Station ground, and in such manner as will enable the Company to connect the rails to be laid down on each side of the said road.

6. The Main Line Railway Company also require to have conveyed to or vested in them free of charge a strip of land, at least 30 feet wide, extending along the Esplanade from the west side of the said road from Launceston to George Town to the block of Crown land situated between Montague-street and the River Tamar, which is colored pink on a plan signed by Messrs. Doyne, Major, and Willett, and dated 30th September, 1868; and the Company also require to have vested in them such portion of the said block of land, colored pink on the said plan, with a frontage on the River Tamar, as they may select as best suited for the purposes of their Railway, but such portion of the said land shall not exceed 12 acres. All the alterations required to adapt the existing Launceston and Western Railway Station at Launceston to the requirements of the gauge of the Main Line Railway shall be arranged and agreed upon by the Engineers of the two Companies; but failing their agreement shall be left to the final decision of S. V. Kemp, Esq., C.E., or to the Engineer for the time being in the employ of the Government.

I have, &c.,
(Signed) HENRY DOBSON.

The Hon. Colonial Secretary.

Hobart Town, 3rd July, 1872.

Re TASMANIAN MAIN LINE RAILWAY COMPANY.

SIR,

You are aware that on the 20th day of April last the Company paid the sum of £250,000 into the Bank of New South Wales in London, in accordance with the 5th Section of the Contract, as a first instalment on account of the capital for constructing the Tasmanian Main Line Railway. The receipt of the Manager of the Bank for this sum has been forwarded to you as provided by the Contract.

I have now the honor to inform you that by a Deed Poll under the seal of the Company dated the 20th day of April, 1872, I was appointed the Agent of the Company in Tasmania for the purpose of receiving from the Government of Tasmania the interest from time to time payable by them to the Company.

By the Deed Poll I am expressly appointed the Attorney of the Company for the purpose of suing and being sued in Tasmania on their behalf, as provided by the 25th Section of the Contract. The Power of Attorney has been duly filed in the office of the Registrar of Deeds, where you can peruse it; or if you require it, the Company's Solicitor, Mr. Henry Dobson, can furnish you with an attested copy.

I shall be glad to hear that the Government will be prepared to pay the first quarter's interest on the £250,000, amounting to £3125, due on the 20th instant, in time to advise the Company by the Mail for England leaving on the 13th instant.

I have, &c.,
(Signed) AUDLEY COOTE.

The Hon. the Colonial Secretary.

CORRESPONDENCE WITH THE HONORABLE COLONIAL TREASURER.

CONTRACTORS' LIABILITY TO PAY CUSTOMS DUTIES.

MEMO.

PARTIES connected with the Contract for the Main Line Railway inform me that at Launceston certain goods were *admitted free*; and the Company or Contractors seem to think they should not pay Duty on an *Iron Safe and three cases Stationery* arrived by *Southern Cross*.

T. T. WATT, *Collector of Customs*.
3rd August, 1872.

The Hon. Colonial Treasurer.

MEMORANDUM.

Colonial Treasury, Hobart Town, 6th August, 1872.

THE Colonial Treasurer begs to forward herewith a Memorandum from Mr. Watt, the Collector of Customs at this Port, calling attention to the fact that certain goods have been entered for Home Consumption on account of the Contractors for the Main Line Railway free of Duty.

The Colonial Treasurer begs to inform the Collector of Customs at Launceston that any goods imported by the Contractors for the Main Line of Railway are liable to Duty just the same as goods imported by other persons, and that the only exemptions to Railway Plant and Material, &c. will be found in "The Customs Duties Act, 34 Vict. No. 1."

If any goods have been entered free of Duty the Colonial Treasurer will be glad to have a report.

THOS. D. CHAPMAN, *Colonial Treasurer*.

The Collector of Customs, Launceston.

Customs, Launceston, 7th August, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your Memorandum of the 6th instant, with reference to the passing of goods for Home Consumption for the Contractors of the Main Line of Railway free of Duty.

The only goods which have been allowed to pass free of Duty at this Port are some surveying instruments, such as theodolites, &c. and personal effects, and tents.

A demand was made to be allowed to have an iron safe passed free of Duty, which I refused, and an entry was duly passed for Duty.

I have, &c.,

R. H. WILLIS, *Collector of Customs*.

The Hon. Colonial Treasurer.

FORWARDED to the Collector of Customs for perusal.

THOS. D. CHAPMAN,
Treasury, August 8th, 1872.

PERUSED and returned.

T. T. WATT, C. C.
8. 8. 72.

Customs, Launceston, 24th September, 1872.

SIR,

I HAVE the honor to request that you will have the goodness to inform me whether the Government intend to allow articles and things imported by the Contractors of the Main Line of Railway—which will not be used for the construction or maintenance of the Railway—to be delivered by me free of Duty. I am constrained to ask this question because I required, and received, the Duty on an iron safe imported by the said Contractors a short time since, on the supposition that such an article could not in any manner come within the meaning of the Clause in the Exemption

Schedule respecting Railway Material, &c. The matter was complained of; but believing that I was justified by the Customs Duties Act, I insisted on the Duty being paid. Subsequently I was informed, indirectly, that on a like demand being made in Hobart Town by the Collector of Customs it was decided that an iron safe and stationery should be passed by the Customs duty free. Such being the case, as I have not the opportunity of obtaining your opinion in every case, at this distance from the seat of Government, I shall be much obliged if you will favor me with more definite instructions in the matter, to prevent so far as possible the delay which the detention of any importation may occasion: I mean as to the description of articles I am to allow to pass free, which do not come within the spirit or meaning of the Clause "All Material which may be applied to the Construction or Maintenance of Railways." As I have acted on that Clause hitherto, no such articles as iron safes, stationery, &c. would have been allowed at this Port to pass the Customs until the Duty on them had been paid, but I presume that I have not acted in accordance with the intentions of the Government.

I have, &c.,

(Signed) R. H. WILLIS, *Collector of Customs.*

The Hon. Colonial Treasurer.

NOTE.—Your early reply will oblige, as there are about 160 packages of Manufactures, &c. in the barque *Westbury* from London, now about to discharge cargo, besides Railway Plant, &c. for the Contractors of the Main Line of Railway.—R.H.W.

Tasmanian Main Line Railway Company, Limited.
Engineer's Office, Hobart Town, Tasmania, 27th August, 1872.

SIR,

I HAVE the honor to enclose herewith a letter received from the Contractors to the Main Line Railway Company, respecting a claim for Customs Duty made by the Collectors of Customs at the Ports of Hobart Town and Launceston on certain iron safes, printed books, and paper, and other material required for the construction of the Railway, and imported solely for that purpose.

On referring to "The Customs Duties Act (34 Vict. No. 1)," passed the 18th day of October, 1870, which I am informed is still in operation, I find that under the Table of Exemptions is included *Railway Plant, rolling stock, and all material which may be applied to the construction or maintenance of Railways or Tramways*; and having fully satisfied myself that the whole of the material in question must from its nature be necessarily applied to the construction of the Railway, I cannot but think that it should be free from Duty under the Act, irrespective of any special exemption alleged to have been promised by the Government.

As the matter in question—however unimportant it may now appear—would form a precedent, and may injuriously affect the Contract between the Company and the Contractors, I have most particularly to request the favorable consideration of the Government thereto.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. Colonial Treasurer.

(Copy.)

Tasmanian Main Line Railway, Contractors' Offices,
Hobart Town, 26th August, 1872.

DEAR SIR,

WE desire to bring under your notice that the Government have demanded the payment of Duty on certain iron safes and other material which we have imported for the construction of the Railway. You are aware that this proceeding is in direct antagonism to our contract with the Company, under which we were relieved from Customs Duties on all materials and things required for use in connection with the Railway; the Company having been positively assured by Mr. Coote that the Government had agreed to remit all such Duties. Moreover, on referring to "The Customs Duties Act" now in force, we find that Railway plant, rolling stock, and all material which may be applied to the construction or maintenance of Railways, are included in the Table of Exemptions from duties. As the material in question is intended to be solely applied to the construction of the Railway, we cannot but think that it must be exempt from duty under the Act. Will you please give your immediate attention to uphold the terms of the Contract, and make the necessary arrangements with the Government for this purpose?

We have, &c.,

(Signed) CLARK, PUNCHARD, & REEVE.

C. H. GRANT, *Esq., C.E.,*
Chief Engineer Main Line Railway.

FORWARDED to the Collector of Customs for his observations.

THOS. D. CHAPMAN, *Colonial Treasurer.*
27th August, 1872,

H.M. Customs, 28th August, 1872.

MEMORANDUM.

I CONSIDER the articles referred to in this correspondence cannot pass free, even giving the most liberal construction of "The Customs Duty Act." If such articles are to be passed free under the present wording of the exemptions, I submit that all articles for consumption, wearing apparel, bedding, &c. (all absolutely necessary), for the use of the persons employed on the Railway works may with as much reason be passed as exempt also.

This being the first importation by the Contractor or Company, any decision arrived at must be a precedent for dealing with all future importations of whatever description; and I deem it of the utmost importance now at the outset of the Railway works that an arrangement may be arrived at which cannot for the future be misunderstood. Attached is entry as required by me.

THOMAS T. WATT, *Collector, Hobart Town.*

The Hon. Colonial Treasurer.

FORWARDED to the Solicitor-General with a request that he will be good enough to report on the obligations of the Government towards the Contractors in respect to Customs exemptions under the Law, and the contract between the Government and the Company. It will oblige if an answer is given as promptly as conveniently may be.

F. M. INNES.
20. 11. 72.

THE Railway Contractors, as also Mr. Grant, appear to rest their claim to import iron safes, printed books, and paper free of duty on the expression "all materials which may be applied to the construction or maintenance of Railways or Tramways," contained in the Table of Exemptions in 34 Vict. No. 1, Schedule 2; but I am clearly of opinion that articles of such a description do not come within the exemption, as it cannot be correctly said that they are applicable for the construction of the Railway.

The contract between the Government and the Company not being before me, I am unable to say whether the Company can claim the exemption thereunder.

I can give no opinion as to the exemption from duty of the "other material" referred to in Mr. Grant's letter without knowing of what such material consists.

ROB. P. ADAMS.
20th Nov., 1872.

*Tasmanian Main Line Railway, Contractors' Offices,
Hobart Town, 24th October, 1872.*

SIR,

WITH reference to duty paid on an iron safe by Mr. Fisher on our behalf in August last, amounting to £1 6s. 3d., we beg to apply to you for a return of such amount, the same having been paid in error,—all goods intended to be used for the construction of the above Railway being free of duty.

Yours truly,
(Signed) CLARK, PUNCHARD, & REEVE.

The Collector of Customs, Launceston.

REFERRED to the Hon. Colonial Treasurer for his sanction or instructions.

R. H. WILLIS, *Collector Customs, Launceston.*
30. 10. 72.

Colonial Treasury, Hobart Town, 4th November, 1872.

THE Colonial Treasurer submits that the Contractors for constructing the Main Line of Railway be repaid the sum of One Pound Six Shillings and Three Pence, being amount of Duty erroneously paid by them through the Customs Department, Launceston, on an iron safe.

THOS. D. CHAPMAN, *Colonial Treasurer.*

THE Governor in Council approves.

C. D. C.

E. C. NOWELL.

4. 11. 72.

The Hon. Colonial Secretary.

5th November, 1872.

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your letter of the 24th ultimo, addressed to the Collector of Customs, Launceston, applying for repayment of £1 6s. 3d. Duty paid in error on an iron safe; and in reply I have now to inform you that His Excellency the Governor in Council has been pleased to approve of the amount being repaid to you on application to this Office in the usual way.

I have, &c.,

(Signed) F. M. INNES, *Colonial Treasurer.*

Messrs. CLARKE, PUNCHARD, & REEVE,
Contractors Main Line Railway.

5th November, 1872.

MEMO.

THE Governor in Council approves of the sum of One Pound Six Shillings and Three Pence being repaid to the Contractors for the construction of the Main Line of Railway, the amount having been paid as Duty at the Port of Launceston in error, on an iron safe.

F. M. INNES, *Colonial Treasurer.*

The Colonial Auditor.

5th November, 1872.

MEMO.

THE Colonial Treasurer forwards herewith Correspondence in reference to an application made by the Contractors for constructing the Main Line of Railway for repayment of Duty amounting to £1 6s. 3d., which the Collector of Customs will note and return to this Office.

F. M. INNES, *Colonial Treasurer.*

The Collector of Customs, Launceston.

INSTRUCTION TO COLLECTORS TO REFER DOUBTFUL CUSTOMS DUTIES QUESTIONS.

Colonial Treasury, 14th November, 1872.

MY attention having been called to the decision of the Governor in Council adopted at the instance of my predecessor on the 4th instant, (the day on which Mr. Chapman left this Office), in reference to the claim of the Main Line Railway Contractor to an exemption from Customs, and to your own Memorandum on this subject of 28th August, I have to request that you will not, in terms of your Memo., regard the decision referred to as a "precedent," but refer any case that may arise, if you should see it necessary, uninfluenced by this "precedent."

At the same time I desire to intimate that, as a general rule, I have no wish that questions of this kind should be taken out of your hands.

F. M. INNES, *Colonial Treasurer.*

Colonial Treasury, 18th November, 1872.

MEMO.

UPON the Contractors for the construction of the Main Line Railway being required to pay Customs Duties on certain goods imported to the order of the Contractors, the Agent for the Main Line Railway Company, Mr. Coote, addressed the late Government on the subject protesting against the demand; and in the end an interview took place between the late Colonial Treasurer, the late Attorney-General, and the Collector of Customs, Hobart Town, at which the Exemption Clause in "The Customs Duties Act, 34 Viet. No. 1," was fully discussed. Will the Collector of Customs be good enough to state, for the information of the Government, the nature of the verbal decision arrived at, so as to supply a blank in the Correspondence about to be printed for Parliament?

F. M. INNES, *Colonial Treasurer.*

H. M. Customs, Hobart Town, 19th November, 1872.

SIR,

IN reply to Memo. of 18th instant I have the honor to inform you that the Exemption Clause referring to Railway Material was not by any means fully discussed; the goods then referred to were 3 cases stationery, 50 feet, and 1 iron safe, 6 cwt., Duty £11 10s. (the amount of Duty demanded by me). The Agent for the Main Line Railway brought the matter under notice of the Government, when it was *verbally* arranged that the stationery was entitled to exemption, being for use in the Offices of the Main Line Railway only, and also the safe, being necessary for the security of the documents.

It was, however, distinctly understood that other importations should be dealt with without any reference to the past; it was, therefore, left with the Collector of Customs as to every importation of Railway Material.

I have, &c.,

(Signed) T. T. WATT, *Collector.*

The Hon. Colonial Treasurer.

Colonial Treasury, 21st November, 1872.

MEMO.

IN reference to my Memorandum of the 14th instant addressed to you, calling attention to the decision of the Governor in Council with regard to a claim made by the Main Line of Railway Contractors to be exempt from the payment of Customs Duties, I now beg to forward for your information the opinion of the Solicitor-General given on Mr. Grant's letter of the 27th August last, which you will be good enough to peruse and return to this Department.

F. M. INNES, *Colonial Treasurer.*

The Collector of Customs, Hobart Town.

Colonial Treasury, 22nd November, 1872.

MEMO.

IN reference to the Memorandum addressed to the Collector of Customs, Hobart Town, on the 14th instant, copy of which was sent to the Collector of Customs, Launceston, the Colonial Treasurer now begs to forward for the information of the Collector of Customs, Launceston, copy of further correspondence which has taken place on Mr. Grant's letter of the 27th August last; and in doing so the Colonial Treasurer directs the attention of the Collector of Customs to the opinion of the Solicitor-General, dated 20th instant.

F. M. INNES, *Colonial Treasurer.*

The Collector of Customs, Launceston.

AS TO PAYMENT OF INTEREST AND DATE OF GUARANTEES OF COMPANY.

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 22nd October, 1872.*

SIR,

REFERRING to our conversation of yesterday, when requesting payment of the interest now due to the Tasmanian Main Line Railway Company, Limited, I have the honor to state that on receipt of the amount I am prepared to give you the same guarantees as I furnished to you in July last.

I beg also to again request your attention to the fact that the requirement of the incorporation of the Company in this country is entirely owing to a peculiarity in the Tasmanian law (not applicable in other countries), which therefore we could not provide against, and that the delay in fulfilling this condition has in no degree arisen from any negligence on our part.

The Bill for the incorporation of the Company is now in the hands of the Attorney-General; and I trust that "the House" will support the Government in their endeavours to get it promptly passed.

I beg to enclose a letter from Mr. Grant, the Company's Engineer, on the subject of the works under his charge, which will prove to you that every possible progress has been made with the surveys under the difficult circumstances experienced.

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. the Colonial Treasurer.

*Tasmanian Main Line Railway Company, Limited, Engineers' Office,
Hobart Town, Tasmania, 22nd October, 1872.*

SIR,

HAVING in view that the interest payable by the Tasmanian Government to the Main Line Railway Company for the quarter ending the 19th instant is now due, I have the honor to comply with your request for such information as would satisfy the Government that the Company have hitherto, and as far as possible, loyally fulfilled all the obligations of the contract.

At the time the Company entered into the agreement with the Government, and arranged with their present Contractors, Messrs. Clark, Punchard, and Reeve, it was understood, through information furnished from this country, that there were no engineering difficulties on the route, and that the staff of Engineers sent out from home could immediately on landing enter on the ground with gangs of labourers and commence constructing the line. They were also informed that there could be no climatic hindrances, or difficulties arising out of floods.

You are aware, however, that shortly after their arrival the great floods in the South Esk, Macquarie, Elizabeth, and Blackman Rivers occurred on the line of route, and for months the country was so much under water that surveying could only be carried on under great difficulties, while the whole season since we started has been unusually unfavourable for out-door operations.

Added to this was the disappointment experienced in finding that the proposed route by Constitution and Spring Hills, and the St. Peter's Pass, was utterly impracticable; and therefore to fully satisfy the public and ourselves, every gully or pass by which it might appear that the line could be taken from Austin's Ferry to Ross had to be carefully examined. This involved a great loss of time, and a very serious extra cost.

The surveying staff is by far the largest and most efficient of any I have ever had the pleasure to be associated with in an undertaking of this magnitude; and they have all from the commencement used their very best exertions to push forward the work, utterly regardless of all personal inconveniences.

As our explorations clearly indicate the route that must be adopted through the country, we are now finally staking out the work; and about 80 miles of it may be considered permanently located, leaving about 40 miles to complete, which I confidently expect will be finished by the end of next month. The Contractors have made arrangements for giving out the work so soon as the Engineers are released from the surveys, and able to afford it the requisite personal attention; and before the close of the year I confidently expect to see the line in active construction throughout its entire course.

The route now adopted being mostly that surveyed for the Government by Messrs. Doyne, Major, & Willett, it will unfortunately be a longer and much more costly one than was estimated by the Company and the Contractors.

A deep water wharf has been constructed on the river at Launceston, and a Branch Railway made to it. Shops and stores for the Contractors' temporary use have been erected and occupied, and others are in course of completion.

Parties of the Contractors' men are now in the bush, cutting and converting timber for the Bridgewater bridge and other works.

The ship *Westbury*, lately arrived, has brought out two Locomotive Engines, more than six miles of rails and fastenings for the Launceston end, steam saw-mills and stone crushers, piling engines, general plant, a large quantity of barrows and tools of all kinds, and a full general supply of stores.

The ship *Araunah*, now daily expected at Launceston, contains about the same quantity of permanent way material, tools, and stores, with a large supply of earth wagons and dobbin carts, steam saw-mills, pumps, crabs, &c.

The *Wagoola*, now *en route* for Hobart Town, contains the material for earth wagons and other plant.

The *Psyche*, under special charter, has sailed from Cardiff for Hobart Town with about a thousand tons of rails and fastenings on board.

The *Fugitive* and *Windward*, at the time of despatch of the September mail, were loading for Launceston and Hobart Town with large quantities of permanent way material, plant, and other stores.

Arrangements have already been made by the Contractors in England under which we fully expect that the 750 selected Railway laborers previously applied for will be forthwith despatched to Hobart Town under the charge of experienced foremen.

The managing partner of the Contractors' firm in this country lately visited Melbourne with a view to securing the full amount of labour required throughout the line, and has returned fully satisfied that he can there procure all he requires, and has made the preliminary agreements for hiring large bodies of men about the first of December next.

Although not able to give you the actual amount disbursed on account of this contract, I can state that it is already very considerable; and had it not been for the peculiar and unforeseen difficulties experienced, rendering it impossible for us to get fairly to work, it would probably have much exceeded the amount contemplated in the contract with the Government.

When the next quarter's interest becomes due we shall be prepared to produce all the documents you desire; but at present, owing to the necessary incompleteness of our preliminary arrangements, we have not yet been furnished with these papers from the head office in London, where all payments are made.

I have, &c.,
(Signed) CHAS. H. GRANT, *Engineer*.

The Hon. Colonial Treasurer.

*Tasmanian Main Line Railway Company Limited,
Hobart Town, 28th October, 1872.*

SIR,

THE guarantee I had the honor to furnish you with on the 24th instant, on receiving payment of the second instalment of the interest due to the Tasmanian Main Line Railway Company, Limited, fixed the extreme date by which the Company were bound to procure their legal incorporation in this country, or to return the interest paid, for the 22nd March next; while under the guarantee given to you on the 23rd of last July they were bound in a similar manner at six months from that date. As this dissimilarity of time may be productive of inconvenience, I have the honor to request that as regards this condition the time named in both guarantees should be specified as the 22nd of March next, or be extended until the Bill for the incorporation of the Company shall be assented to by Parliament, unless the Government should be advised by the Law Officers of the Crown that the incorporation of the Company in Great Britain is legally equivalent to its incorporation in Tasmania as prescribed by the contract, or should be willing on any other grounds to release the money.

I beg permission to remark that the Company suffer great disadvantage in being debarred from the use of this money pending the passage of the Act of Incorporation, the delay in which does not in any degree depend upon the Company, but solely upon the political situation of the Parliament.

I have, &c.,
(Signed) AUDLEY COOTE.

The Hon. Colonial Treasurer.

Colonial Treasury, Hobart Town, 1st November, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 28th ultimo, requesting that the time named in both guarantees furnished to the Government for the repayment of the interest already paid to your Company under the Main Line Railway Contract may be specified as the 22nd March next, or extended until the Bill for the Incorporation of the Company shall be assented to.

In reply I beg to inform you that there will be no objection to the request made; the time will, accordingly, be understood as the 22nd March, 1873, in both guarantees referred to.

I have, &c.,

(Signed) THOS. D. CHAPMAN.

AUDLEY COOTE, *Esq.*

APPLICATION TO PASS TO AND FRO BRIDGEWATER BRIDGE FREE OF CHARGE DURING CONSTRUCTION OF RAILWAY BRIDGE.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, November 18th, 1872.*

SIR,

THE Contractors to the Tasmanian Main Line Railway Company, Limited, are about to commence the construction of a Railway Bridge at Bridgewater, alongside the existing Bridge on the down stream side, and for that purpose will require to make use of the present Bridge and Causeway for the passing to and fro of their workmen, carts, and material. I have therefore to request that you will issue instructions to the officer in charge of the Bridge to allow the Contractors any reasonable and proper use of the necessary accommodation.

It is represented to me by the Contractors, and is also within my knowledge, that the usual system on Public Works is to allow those engaged thereon the use of all existing facilities free of charge; and this custom would certainly, under ordinary circumstances, apply to the Bridgewater Bridge. I have, therefore, to request that you will favourably consider this application for a remission of the tolls, under proper restrictions, to all those who are *bonâ fide* engaged on the Railway Works.

The Railway Company and Contractors, on their part, will be happy to place at the disposal of the Government, or the Bridge Commissioners, free of charge, any facilities they may possess for the repair or alteration of the present Bridge.

I have, &c.,

(Signed)

CHAS. H. GRANT, *Engineer.*

*The Hon. F. M. INNES, M.H.A., Colonial Treasurer,
Commissioner of the Bridgewater Causeway, &c.*

Does the Director of Public Works (Bridgewater Commissioner) see any objection to this request being complied with?

F. M. INNES.
18. 11. 72.

I see no objection to this request being complied with.

FRANCIS BUTLER, *Bridgewater Commissioner.*
19. 11. 72

FORWARDED for Mr. Scott's perusal before the Bridgewater Commissioners decide the question.

F. M. INNES.
19. 11. 72.

PERUSED and returned.

JAMES R. SCOTT.
20. 11. 72.

Colonial Treasury, Hobart Town, 20th November, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 18th instant, requesting that instructions may be issued to allow the Contractors for the Main Line of Railway any reasonable and proper use of the present Bridgewater Bridge and Causeway during the construction of the Contractors' Railway Bridge at that place.

In reply I have to inform you that, at a Special Meeting of the Bridgewater Commissioners held at the Treasury to-day, I submitted your letter for consideration, and the Commissioners found on reference to the Act of Council 10 Vict. No. 11, that they had no power to exempt the Contractors from payment of tolls, therefore the request made by you on behalf of the Contractors could not be complied with; but the Commissioners decided that, pending a reference to the Legislature, all payments made by the Contractors from the date of the workmen being employed at the Bridge should be carried to a separate account, awaiting any action on the part of the Legislature exempting the Main Line of Railway Contractors from such payments.

I have, &c.,

(Signed)

F. M. INNES, *Colonial Treasurer.*

C. H. GRANT, *Esq., Engineer Tasmanian Main
Line Railway Company, Hobart Town.*

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, November 23rd, 1872.*

SIR,

I HAVE the honor to thank you for your letter of the 20th instant, informing me that the Commissioners of the Bridgewater Causeway had no power to exempt the Contractors of the Main Line Railway from the payment of tolls, but that pending a reference to the Legislature they had decided that all payments made by those employed on the Railway should be carried to a separate account.

The works having already been commenced, I should feel greatly obliged by your immediately issuing instructions in accordance with the above Resolution, and by your making it apply to all those who are *bonâ fide* engaged on the Railway.

It would greatly facilitate our arrangements if the toll-keeper were allowed to accept printed orders in lieu of payment of the tolls, and that these orders should be discharged at stated short periods.

May I ask if the Commissioners will seek from Parliament the power to exempt the Main Line Railway employees from the above tolls, or should this proviso be inserted in the Bill promoted by the Railway Company?

I have, &c.,

(Signed)

CHAS. H. GRANT, *Engineer.*

The Hon. F. M. INNES, M.H.A., Colonial Treasurer.

Colonial Treasury, November 23rd, 1872.

THE Colonial Treasurer presents compliments to Mr. Grant, and in reference to the concluding paragraph in Mr. Grant's communication of the 23rd instant, promises that it will be taken into consideration by Ministers.

In respect to the immediate arrangements desired at Bridgewater, instructions will be given to-day in accordance with Mr. Grant's wishes, but on the understanding that the Main Line Railway Company will make good the amount in question failing its remission being sanctioned by the Legislature.

F. M. INNES.

WILL the Secretary of the Bridgewater Commissioners be good enough to give instructions in compliance with Mr. Grant's application? Copy letter of reply to Mr. Grant forwarded herewith for information of Commission.

F. M. INNES.

25. 11. 72.

CONSIDERATION OF DRAFT BILLS.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 25th November, 1872.*

SIR,

HAVING placed in the hands of the Hon. the Attorney-General a revised draft of the Bills promoted in Parliament by the Tasmanian Main Line Railway Company, Limited, which are respectively intituled "A Bill to further amend the Main Line of Railway Act," and "A Bill to incorporate the Tasmanian Main Line of Railway Company, Limited," I have the honor to request that you would favour the representatives of the Company with an interview, in order that they may explain the grounds on which they consider that these Bills should be brought forward and supported by the Government, and the nature of the amendments that are proposed in the present agreement between the Government and the Company.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. Colonial Treasurer.

26th November, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 25th instant, in reference to two Bills which you consider should be submitted to Parliament during the present Session as revised by you, and requesting that a day may be named when the Government will be prepared to grant the representatives of the Company an interview in order that they may explain the grounds on which they consider that the Bills should be brought forward. In reply, I beg to state that it appears to myself and colleagues that it would be a preferable course if you would accompany your draft Bill with a written statement of the grounds on which you seek amendments in the present agreement, which will be fully considered by the Government.

I have, &c.,

(Signed) FRED. M. INNES, *Colonial Treasurer.*

C. H. GRANT, *Esq., Engineer Main Line Railway
Company, Macquarie-street.*

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 26th November, 1872.*

SIR,

I HAVE the honor to acknowledge receipt of your memorandum bearing yesterday's date on the subject of the Bridgewater bridge, and beg to express my best thanks for your kind attention to my request.

Your letter of this day's date has also been received; and I shall be happy to immediately prepare a statement of the grounds on which the Company desire some amendments of the present contract, and feel much obliged by your promise that it shall be fully considered by your Government.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. Colonial Treasurer.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 27th November, 1872.*

SIR,

IN accordance with the suggestion contained in your letter of the 26th instant, I have the honor to enclose a draft Bill, intituled "A Bill to incorporate the Tasmanian Main Line Railway

Company, Limited ;" and to state hereunder in detail the nature of the clauses, and the reason they are required, in order to facilitate the operations of the Company.

- Clause 1. Company incorporated.
 Clause 2. Legal proceedings.

The Company is required, by Clause 25 of the Contract, to be incorporated in Tasmania, and made capable of suing and being sued here, and has no legal status in the Colony until this condition is complied with.

- Clause 3. Business of the Company.

This clause, as first drafted, did not give sufficient scope, or correspond with the Articles of Association. Larger powers are therefore taken, but these only affect the Shareholders of the Company *inter se*.

- Clause 4. All estate rests in Company as a Body Corporate.
 Clause 5. Office of Company.
 Clause 6. Notice of situation of Office.

Merely formal clauses.

- Clause 7. Clauses 8 and 9 of "Lands Clauses Act" to be deemed fulfilled in regard to Company.

The "Lands Clauses Act" was framed to provide only for local Companies, and therefore does not apply to a Company incorporated under the "English Companies Act, 1862," which regulates the rights and liabilities of Shareholders, of whom a correct register, always accessible to the public, is kept at the registered Office of the Company. The subscription of the whole capital was formally notified to the Government by Mr. George Sheward, the Chairman, on the 19th April last. (See Main Line Railway Correspondence, fo. 10.)

- Clause 8. Service of Notices.
 Clause 9. Signature of Notices.
 Clause 10. Engineer, Solicitor, or Manager may act for Company without its common seal.

The Company, including the whole of the Directors and the Secretary, being domiciled in England, it will not be possible to use the common seal here, or obtain the consent of the Company for each reference to arbitration, &c. It is therefore absolutely necessary that the Company's Officers here should have all the powers required under the "Lands Clauses Act," and which are therein only given to principals.

In the belief that the explanation above given will prove that the passing of this Act is peremptorily required before the Company will be in a legal position to fulfil its contract with your Government,

I have, &c.

(Signed)

CHAS. H. GRANT, *Engineer*.

*The Hon. F. M. INNES, M.H.A.,
 Colonial Treasurer.*

Colonial Treasury, 4th December, 1872.

SIR,

I HAVE the honor to acknowledge your letter of the 27th ultimo, received yesterday with the draft Bill, intituled, "A Bill to incorporate the Tasmanian Main Line Railway Company, Limited," which has been referred to the Attorney-General for examination with a view to its being laid before Parliament.

I have, &c.

(Signed)

FRED. M. INNES, *Colonial Treasurer*.

C. H. GRANT, *Esq., C.E.,*

Engineer Main Line Railway Company.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 27th November, 1872.*

Sir,

ACTING on the suggestion contained in your letter of the 26th instant, I have the honor to enclose herewith a draft Bill, intituled "A Bill to further amend the Main Line of Railway Act;" and to state hereunder, against each clause, the reason why the Company desire the powers and immunities therein given.

It is first necessary to call attention to the correspondence preliminary to the signing of the Contract (the date of which is therein stated to be the fifteenth day of March of the present year): and I will first refer to Letters Nos. 9 to 23 in the Main Line Railway Correspondence, 1870, and especially to the Minute of the Governor-in-Council of the 19th November, 1869, under which Mr. Audley Coote was constituted an Agent of the Government in negotiating the Contract for the Main Line Railway in London, as showing the relation that existed between Mr. Coote and the Government in respect to English capitalists. Bearing this in mind, I would call attention to the letters in Main Line Railway Correspondence, 1871,—First, in regard to the Domain route, from Mr. Dobson to the Colonial Secretary of the 5th (No. 52) and 16th August (No. 64), and the reply thereto of the 18th August (No. 66). Secondly, as to the Bridgewater Bridge; on which Mr. Dobson addressed the Colonial Treasurer on the 16th August (No. 65), and received a reply of the 18th of same month (No. 67). Thirdly, the necessary arrangements with the Launceston and Western Railway were mentioned in Mr. Dobson's letter of the 8th August (No. 58), and concurred in by the Executive Council. Fourthly, the remission of Wharfage Rates was applied for by Mr. Dobson on the 11th August (No. 59), and virtually conceded by the Colonial Secretary in his letter of the 28th August, 1871 (No. 60).

In strict accordance with their engagements, the Government prepared "A Bill to further amend the Main Line of Railway Act;" and Mr. Coote then left for England, where, on his arrival in the spring of this year, he informed the parties negotiating for the Contract that the conditions arranged with the Government had all been accepted by the House of Assembly,—for he did not conceive it possible that the House would refuse to ratify the proceedings of the Executive Government.

The Contract was signed in London some time after this, and purely on faith in Mr. Coote's statements and the understanding that the terms of the draft Bill had become law; and it was not until his return to this country in last June that Mr. Coote became aware of the rejection of the Bill by the House on the ground, as we are informed, that it was premature, there being no proof that the Contract would be adopted by the Company.

I must here beg permission to remark that there would appear to be no precedent in the history of Constitutional Government for Parliament refusing to ratify the well-considered action of the Executive; and that, independently of any statements made by Mr. Coote, whether as Agent of the Government or otherwise, it would be a proper deduction from the correspondence above quoted for the undertaking of the Government to be accepted as of equal solemnity with the expressed terms of the Contract.

After these preliminary statements, it will scarcely be necessary that I should do more than briefly remark on the clauses of the new Bill promoted by the Company, which I proceed to do as hereunder :—

Clause 1. Interpretation.

Formal.

Clause 2. Company may enter on Queen's Domain for purpose of constructing Railway, &c.

The right of the Company to take crown lands is given by Clauses 3 and 5 of "The Main Line of Railway Act," and Clause 4 of the Contract; and the whole of the property herein described is crown land. As the Railway Act and Contract is subsequent to that which made the property inalienable on a larger lease than one year, the provisions of the latter are annulled as regards the Railway, and the Government are legally obliged to grant long leases of the land in question.

This Clause is therefore merely intended to remove any question as to the correctness of the lease granted by the Governor in Council on the 4th of November last, and to assure the present Government of their power to grant such land at Launceston as the Railway Company may require.

Clause 3. Power to make and maintain Bridge over the River Derwent.

Further, it will be seen by the letter of the Hon. the Colonial Secretary of the 18th August, 1871, (No. 66), and of the 10th, 15th, and 28th August, and 8th October last, that the Government entirely approved of the route staked out in the domain, &c., and authorised the commencement of the works.

This is merely a formal Clause, giving authority to the Bridgewater Commissioners to allow the use of the Causeway for the Railway.

The route of the line here is that proposed by the Government through their Engineer, Mr. Doyne. This Clause allows the use of a fixed bridge, should this ever be found necessary; but the Company are erecting a precisely similar bridge to the existing one.

Clause 4. Company may cross streets, &c. on the level.

The "Main Line of Railway Act," Clause 7, probably gives the Company all the powers required for the construction of the line in this respect; but as this clause is rendered somewhat obscure by Clauses 9 and 10 (which are very unusual), the new clause is brought forward in order that any conflict with the country Justices of the Peace may be avoided.

This new clause gives no greater power than is allowed by the English Railway law. It would be absolutely impossible to make any Railway without to some extent impeding the traffic. A perpetual recurrence to the Governor in Council is altogether unusual, and would have a less beneficial effect, as regards the public, than specifying the nature and limit of the works required.

Clause 5. Company may use cattle guards for Railway crossings.

For all new or thinly settled countries the system of railway crossings protected by cattle guards as used universally throughout the continent of America, and also in many other countries, is the most convenient, as it does not interfere with the roads, and obviates the necessity of keeping gate-keepers for each crossing.

There can be no possible objection to this system on the score of safety; and although the first cost of cattle guards is very much greater than of gates, the expense of maintaining the line is reduced thereby.

Clause 6. Power to connect lines of Railway.

All the powers conferred by this clause are probably given or implied under the Preamble and Clause 1 of "The Main Line of Railway Act;" Clause 12 of "The Launceston and Western Railway Act," No. 5, (33 Vict. No. 21), and Clauses Nos. 1 and 4 of the Contract, and the 3rd paragraph of the schedule thereto. The new clause, No. 6, does nothing more than remove all doubts as to the powers of the Company, and provide against disputes, or for their settlement should any arise. The Contractors do not intend to lay down the third rail until towards the completion of the works, and have arranged for the transit of their material by the Launceston and Western Railway. They cannot eventually lay down the third rail without running construction trains; and it would be extremely unreasonable to charge them for what (under the Contract) they have to do themselves.

I do not consider that this clause involves any concession whatever on the part of the Government, and but for the probability of disputes would readily abandon it.

Clause 7. Power to rebuild Launceston Station.

This clause also does not involve the granting of any new powers or facilities, as the same terms are comprised in "The Launceston and Western Railway Act," No. 5, but it rigidly binds the Company to pay compensation for damage of any kind whatever to the Launceston and Western Railway. As this latter Railway must eventually be altered to the same narrow gauge, any alterations effected by the Main Line Railway Company would, to the extent of their cost, benefit the Launceston and Western Railway.

Clause 8. Power to enter into traffic arrangements.

This clause and the two preceding were drafted when the Launceston and Western Railway belonged to a private Company, when they were really necessary to prevent endless disputes and interruptions that may have occurred on either side. Should the above Railway be vested in the Governor in Council, these clauses will give no additional powers beyond what the Government could legally accord.

Clause 9. Decision of disputes between Governor in Council and Company.

Formal clause to provide for ready settlement of disputes.

Clause 10. Costs of arbitration to be borne by losing party.

Ditto ditto.

Clause 11. If compensation excessive, Company may give up land.

This clause provides against any very unreasonable award in regard to land, so that the line may be diverted at this part.

Clause 12. If either party to an award is dissatisfied therewith, a Judge of the Supreme Court may decide thereon.

Clause 13. If either party dissatisfied with order of Justices as to accommodation works, a Judge may decide thereon.

The power of appeal is under "The Lands Clauses Act" only to two local Justices. This is not found to work well or fairly, as it is liable to impart local and sectional ideas and prejudices into the decisions, and destroy confidence therein. The higher tribunal is the usual one in all countries, and a right of appeal to it is really necessary to ensure the construction of the Railway.

Clause 14. As to title to land after entry, &c.

This is a facility clause, to save the Company (when their proceedings are strictly legal) from having the works stopped or impeded by hostile proceedings.

Clause 15. Judges to determine nature of legal proceedings before them.

Merely formal.

Clause 16. Railway plant and material to be free of wharfage rates.

This was conceded by the late Hon. Colonial Treasurer in his letter to Mr. Dobson of the 26th August, 1871, and provided for in the draft Bill introduced by his Government.

The Contract was signed by the Company, and also by the Contractors, *on the distinct assurance and understanding that these rates would be remitted.* The Contractors will obtain no benefit whatever from the existing wharves, as they have been already obliged to erect one at Launceston, at great cost, and are now engaged in constructing one at Hobart Town.

Under these circumstances it would appear in the highest degree unreasonable to compel the Company, or Contractors, to pay wharfage. The Contractors complain most bitterly, and apparently with reason, of the great injustice done them through having to pay two exorbitant wharfage rates on a large quantity of material they have been obliged to tranship at Launceston for this Port. An ordinary rate of wharfage varies from

2d. to 6d. per ton, but the amount now charged is equal to a high rate of duty on such an article as railway material, and is altogether unprovided for in the Contract.

Clause 17. Railway to be exempt from rates.

This clause merely removes any question or dispute as to the liability of the Company for rates, and was assented to by the late Government. The present law positively exempts the Railway from all such rates, on account of the Company being subsidised by the Crown, and to the property in which the Government is therefore an interested party.

(See decision of the Supreme Court of Nova Scotia on the appeal of the Windsor and Annapolis Railway Company.)

Clauses 18 & 19.

Are merely formal.

I trust that the explanations above given will conclusively prove to the Government that the Main Line Railway Company demand no additional privileges to what are conceded by a reasonable interpretation of their Contract, and from the written correspondence, which, being of anterior date to the signing of the Contract, must be considered of equal force with it.

In the assurance that the Government will confer upon the Company all the powers specified in the Act, whether by obtaining the assent of Parliament or by the exercise of their authority as occasion may arise,

I have, &c.,

(Signed)

CHAS. H. GRANT, *Engineer*.

The Hon. F. M. INNES, *M.H.A.*,
Colonial Treasurer.

Colonial Treasury, 4th December, 1872.

SIR,

I HAVE the honor to acknowledge the receipt yesterday of your letter dated 27th ultimo, enclosing and explaining the provisions of a draft Bill "to further amend the Main Line Railway Act;" and in reply beg to acquaint you that the Government will submit an amending Bill to Parliament, of which a copy will be forwarded to you for your information in time to enable you to bring your case under the review of the Legislature, should it appear to you that it is not properly dealt with in the measure of the Government.

I have, &c.

(Signed)

FRED. M. INNES, *Colonial Treasurer*.

C. H. GRANT, *Esq., C.E.*,
Engineer Main Line Railway.

Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 4th December, 1872.

SIR,

HAVING reference to the draft Bill to further amend the Main Line of Railway Act which I had the honor to submit to the Government, and particularly to Clause 16, respecting wharfage rates, may I beg your consideration of the enclosed letter from Messrs. Clark, Punchard, & Reeve, the Contractors to the Company, as showing what was the understanding when the Contracts between the Government and the Company, and between the latter and the Contractors, were signed in London?

It would appear unreasonable that the Contractors should be required to pay wharfage rates for landing material on their own wharf at Launceston, and on transshipping it to this port to again pay full rates, as the combined charges really amount to a heavy duty on Railway material.

I trust that on consideration of the circumstances the Government will feel justified in giving the relief sought by the Contractors, either by instruction to the Marine Board or by special legislation.

I have, &c.

(Signed)

CHAS. H. GRANT, *Engineer*.

The Hon. J. R. SCOTT, *M.L.C.*,
Colonial Secretary.

(Copy.)

*Tasmanian Main Line Railway, Contractors' Offices,
Hobart Town, 8th November, 1872.*

DEAR SIR,

WE beg to bring under your notice the question of wharfage, which is to us a very serious one.

We need not remind you that we undertook our Contract on the faith of what was represented by the agent of the Tasmanian Government being true; and a Bill was shown to us in London as having been passed by the Government, in which was included the remission of wharfage on all materials imported for the construction of the Railway. We regret to find that this Bill has not been passed, and we have had to pay wharfage on all materials we have imported, and it will in the aggregate amount to a very large sum. We, of course, look to the Company to reimburse these amounts to us; and shall esteem it a favour if you will be good enough to make the necessary arrangements with the Government, with as little delay as possible, in order that we shall not be called upon to pay any further amounts on this account.

In some instances we have had to pay the charge for wharfage twice over, as a quantity of our material has been sent to Launceston which we require at this end, and after having paid the fees at Launceston and getting the materials round here by local traders we have again been called upon to pay wharfage here. This is, we think, under any circumstances most unfair, and we will esteem it a favour if you will have the matter set right with the proper authorities without delay.

Yours truly,

CLARK, PUNCHARD, & REEVE.

C. H. GRANT, *Esq., Chief Engineer Main Line Railway.**Colonial Secretary's Office, 10th December, 1872.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 4th instant, enclosing and requesting my consideration of a letter from Messrs. Clark, Punchard, & Reeve, the Contractors to the Company, upon the subject of wharfage dues upon the landing of material, and having a special reference to the draft Bill to further amend the Main Line Railway Act submitted by you to the Government.

In reply, I have the honor to forward a copy of the measure which the Government purpose introducing during the present Session of Parliament, and which contains the alterations of the existing law they are prepared to support.

I have, &c.

(Signed)

JAMES R. SCOTT.

C. H. GRANT, *Esq., Main Line Railway Office,
Hobart Town.*

CORRESPONDENCE WITH THE HON. THE MINISTER OF LANDS AND WORKS.

LEASING OF PREMISES FORMERLY OCCUPIED BY THE ROYAL ENGINEERS.

Lands and Works Office, Hobart Town, 17th June, 1872.

MEMO.

THE offer of the Tasmanian Main Line Railway Company for renting the premises known as the Engineer Offices, Macquarie-street, Hobart Town, at or for the sum of Fifty Pounds per annum, has been accepted. Tenancy to commence from 1st July next. Rent to be paid quarterly.

(Signed) HENRY BUTLER, *Minister of Lands and Works.*

21st June, 1872.

SIR,

REFERRING to our conversation of this afternoon on the subject of the cottage and outbuildings adjoining the Engineering Offices, I have now the honor to inform you I have decided to take the premises upon the terms you mentioned, namely £30 per annum. There are a few repairs necessary to make the buildings tenable; will you be kind enough to have them seen to as soon as possible?

I have, &c.,

(Signed)

AUDLEY COOTE.

The Hon. Minister of Lands and Works.

THE tenancy of Mr. Audley Coote is approved on the terms proposed. The tenancy to commence from 1st July.

(Signed) HENRY BUTLER, *Minister of Lands and Works.*
24th June, 1872.

Tasmanian Main Line Railway Company, Limited,
Hobart Town, 12th August, 1872.

SIR,

REFERRING to our conversation on the subject of renting the second cottage adjoining the Railway Offices, I have now to inform you the Master Carpenter of the Contractors has just arrived by the *Somersetshire*, and is prepared to give the rent you named, viz., £20 per annum, and would be glad to get into it as soon as possible.

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. Minister of Lands and Works.

Lands and Works Office, Hobart Town, 15th August, 1872.

SIR,

I HAVE the honor to inform you that I accept the offer of the Tasmanian Main Line Railway Company, Limited, to rent the second cottage adjoining the Railway Offices (formerly in the occupation of Sergeant Eccleston) for the sum of (£20) Twenty Pounds per annum, payable quarterly at the Colonial Treasury.

Possession may be taken at once, and tenancy to commence from the 19th instant.

I have, &c.,

(Signed) HENRY BUTLER, *Minister of Lands and Works.*

AUDLEY COOTE, *Esq.*

Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 19th September, 1872.

SIR,

I HAVE the honor to address you upon the subject of the Engineer Offices and other buildings situated at the end of Macquarie-street, which the Tasmanian Main Line Railway Company now lease from your Department.

Although the greater part of these premises (as enclosed in a ring fence, and with one pair of entrance gates) is in the occupation of the Company, there is a Government yard with certain rough sheds and stores, to which strangers have access, and, as I am informed, without the Government receiving any consideration for such use, while it is a source of very considerable annoyance to us.

I have therefore, on behalf of the Railway Company, to request that you would transfer the whole of these premises to us at your early convenience; and should you require a slight increase of the rent on this account we shall be happy to pay whatever is reasonable, but the direct advantage to us would be very small.

Any stores or material that the Government may desire to retain in the yard could remain there, and access could at all times be obtained to it; or if the Government desire to remove such material to the stores on the wharf, as we learn is the case, we should be happy to give any assistance in our power.

I have, &c.,

(Signed) C. H. GRANT, *Engineer.*

The Hon. the Minister of Lands and Works.

Tasmanian Main Line Railway Company, Limited, Engineer's Office.
Hobart Town, Tasmania, 2nd November, 1872.

SIR,

I HAVE the honor to inform you that the Tasmanian Main Line Railway Company accept your offer for the tenancy of the whole of the Engineers' yard and buildings not included in their present agreement at a rental of £60 per annum, subject to its being clearly understood that the whole of the premises included in the enclosure as entered from Macquarie-street should now be considered as leased to the Company at the yearly rental of £160.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. Minister of Lands and Works.

THIS proposition is in accordance with the offer made to the Company two months antecedent to the present date, the present official occupant of the cottage being transferred to the Ordnance Stores, the particulars having been arranged with Mr. Solly. Having received the letter on the 4th, I have the honor to transmit it for the information of the Hon. Minister of Lands and Works.

HENRY BUTLER.

4th Nov. 1872.

The Hon. Minister of Lands and Works.

FORWARDED to the Honorable the Colonial Secretary.

CHAS. MEREDITH.

2. 12. 72.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 13th November, 1872.*

SIR,

I HAVE the honor to bring under your notice that, in a letter addressed by me to the Honorable late Minister of Lands and Works, I accepted the offer of the Government to lease to the Tasmanian Main Line Railway Company, Limited, the whole of the premises known as the Engineers' Offices and Yard for the sum of £160 per annum, being a rental of £60 additional to what we now pay for the valuable portion of the same premises.

The extra sum of £60 per annum I believe far more than expresses the present worth of the additional accommodation, but we are willing to give it in order to obtain sole possession of the whole premises comprised in the block entered from Macquarie-street.

The buildings in question are all in extremely bad condition, and it will be necessary to repair some of the roofs and floors before any use whatever can be made of the premises.

Under the same date I also, in a separate letter, requested permission of your honorable predecessor, for the Tasmanian Main Line Railway Company, to be allowed to construct a temporary wharf from any portion of the Queen's Domain between the Slaughter-yard and Cornelian Bay, excepting the reserve of the Government House grounds and the Botanical Gardens (and I should also have reserved the Ship-yard), and that the Company might lay down a track to it from the Main Line, in order to make it available for landing and distributing the material required in the construction of the Railway.

I may mention that the most eligible site appears to be about midway between the Slaughter-yard and Cattle Jetty, but this cannot be positively determined on at present.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. Minister of Lands and Works.

THE Director of Public Works is instructed that, under a proper lease for a reasonable time, the Engineer's Yard and premises will be let to the Main Line Railway Company for £160 per year, —they, the Company, making the repairs they refer to in this letter at their own expense.

As regards the Wharf, the position is not sufficiently defined to admit of a definite reply. The Company should furnish a diagram showing the exact spot where they want the wharf.

CHARLES MEREDITH.

16. 11. 72.

Lands and Works Office, Hobart Town, 18th November, 1872.

SIR,

IN reply to your letter of the 13th instant, I am instructed by the Hon. the Minister of Lands and Works to inform you that the Engineer Yard and premises will be let to the Main Line Railway Company, Limited, under a proper lease, and for a reasonable period to be hereafter approved, at the yearly rental of One hundred and sixty Pounds (£160). All repairs to be executed at the expense of the Company.

I shall be glad to know for what period you require the premises.

Before the Hon. the Minister of Lands and Works can decide upon your application to be allowed to construct a temporary wharf, you are requested to furnish a diagram with the exact site marked thereon.

I am, &c.,

(Signed) FRANCIS BUTLER, *Director of Public Works.*

C. H. GRANT, *Esq., Engineer.*

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 19th November, 1872.*

SIR,

I HAVE to acknowledge yours of the 18th instant informing me that the Engineer's Yard and premises will be let to the Tasmanian Main Line Railway Company, Limited, under a proper lease, and for a reasonable period to be hereafter approved, at the yearly rent of £160, all repairs to be executed at the expense of the Company; and desiring to know for what period the Company require the premises.

In reply thereto I have to state, that it is not likely that the whole premises would be required beyond the 31st day of December, 1874, to which date the lease might therefore extend.

As regards repairs, the premises are now in such exceedingly bad condition that the Company cannot undertake any responsibility in this respect. If, therefore, the Government positively refuse to make the buildings in any degree serviceable, we must make the best use we can of them during the term of our tenancy, and leave them in their present state.

The necessary measurements are now being made to determine a site for the Contractors' wharf at the Domain, and when this is fixed I will forward you a diagram showing its exact position.

I have, &c.,
(Signed) CHAS. H. GRANT, *Engineer.*

FRANCIS BUTLER, *Esq., Director of Public Works.*

LEASE to be prepared by the Solicitor-General on the terms and for the time mentioned herein,—that is, from the 1st December, 1872, to the 31st December, 1874.

CHARLES MEREDITH.
29. 11. 72.

The Director of Public Works.

Lands and Works Office, Hobart Town, 30th November, 1872.

SIR,

I HAVE the honor to request, in accordance with the enclosed instruction, that you will be good enough to prepare a lease for signature, &c. by the Tasmanian Main Line Railway Company of the Royal Engineer Premises as defined by the enclosed plan, at the terms and for the period stated in letter herewith.

I have, &c.,
(Signed) FRANCIS BUTLER, *Director of Public Works.*

The Solicitor-General.

LAND REQUIRED BY THE COMPANY IN DOMAIN, HOBART TOWN, AND THE SWAMP, LAUNCESTON.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 29th October, 1872.*

SIR,

I HAVE the honor to forward you herewith enclosed a plan of the land required by the Tasmanian Main Line Railway Company, Limited, for their station, yard, sidings, &c. at Hobart Town, and tracks leading therefrom.

In reserving for ornamental planting a belt of ground twenty feet wide round the upper side of the Lower Cricket Field, as shaded on the plan, I trust that the desire of the Government in this respect has been complied with.

I cannot reserve more without prejudicing the use of this ground for station purposes.

On behalf of the Company I am willing to engage that no buildings of a purely utilitarian character, such as sheds and stores, shall be placed near the frontage on Liverpool-street; and that, as far as possible, the station arrangements shall be such as to form an agreeable adjunct to the ornamental aspect of the Domain.

I have, &c.,
(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. Minister of Lands and Works.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 1st November, 1872.*

SIR,

IN making an application to you on the 29th ult. for the Crown land required by the Tasmanian Main Line Railway Company at Hobart Town, I omitted to mention the Crown land at Launceston, on what is known as "The Swamp," which is equally needed by the Railway Company for their terminal requirements there. This the Company would desire to lease at a peppercorn rent, as promised by the Government.

Herewith I enclose a plan of this land, which is a copy of that prepared by Messrs. Doyne, Major, and Willett for the Government (now in their possession), and certified by them as being necessary for the Launceston and Western Railway.

There would be no objection to your providing that this land should be held for Railway purposes only, and be at all times available for joint use with the Government Railways.

If the above lease could be prepared at the same time as that of the land in the Domain at Hobart Town, it would be a great convenience to the Company.

I have, &c.,

(Signed) CHAS. H. GRANT, *Engineer.*

The Hon. Minister of Lands and Works.

Lands and Works Office, Hobart Town, 4th November, 1872.

SIR,

I AM desired by the Honorable the Minister of Lands and Works to acknowledge the receipt of your letter of the 1st instant, informing him that, in your application of the 29th ultimo for the Crown Land required by the Tasmanian Main Line Railway Company at Hobart Town, you omitted to mention the Crown Land at Launceston on what is known as the "Swamp," and which you represent is equally needed by the Railway Company for their terminal requirements there, and desiring to lease the same at a peppercorn rent as promised by the Government; and in reply to acquaint you that, in consequence of the position of public business, Dr. Butler does not feel justified in taking action on this matter.

I have, &c.,

(Signed) H. JOCELYN HULL.

C. H. GRANT, *Esq., Engineer Main Line Railway.*

Lands and Works Office, Hobart Town, 2nd November, 1872.

MY DEAR SIR,

As it is desirable that the lease of the land required by the Main Line Railway Company in the Queen's Domain, "for the purpose of providing for the Station accommodation and the construction of the Line," should be confined to the letter of the 3rd clause in the Main Line Railway Act, 33 Vict. No. 1, I have now the honor to bring under your notice the conditions agreed to verbally by you that the plans of fencing of this land or any portion thereof required by the Railway should be submitted to and approved by the Director of Public Works before possession of the ground is taken; and also that the Company undertake to make such railway crossings on any part of such ground as may be required by that Officer and by the public convenience; also that such work shall be executed to his satisfaction.

You will please to give me, in writing, an acknowledgment of your acceptance of these conditions,—this being necessary as a preliminary to the granting of the lease.

I have, &c.,

C. H. GRANT, *Esq., Engineer Main Line Railway.*

(Signed) HENRY BUTLER.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 4th November, 1872.*

SIR,

I HAVE the honor to acknowledge your letter of the 2nd instant, in which you require as a preliminary to granting the Tasmanian Main Line Railway Company a lease of the ground they require in the Queen's Domain here, that I should give you a written undertaking not to take possession of this ground until the plans for fencing in the whole or any portion of it had been submitted to and approved of by the Director of Public Works; and further, that I would agree to

make any number of railway crossings required by the Director of Public Works for the public convenience over this portion of the Railway, and engage that these works should be executed to his satisfaction.

Although these conditions are not specified in the Act under which this ground is granted for Railway use, I have to assure you of our desire to meet the views of the Government and the Director of Public Works in all the above-mentioned matters, and to do everything that is required for the public convenience over any portion of the land in question.

The Hon. Minister of Lands and Works. I have, &c.,
(Signed) CHAS. H. GRANT, *Engineer.*

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, November 2nd, 1872.*

SIR,

I HAVE the honor to request that the Government would grant the Tasmanian Main Line Railway Company, Limited, permission to make a temporary wharf from any portion of the Queen's Domain between the Slaughter Yard and Cornelian Bay, excepting the reserve of the Government House grounds and the Botanical Gardens, and to lay down a railway track thereto from the main railway for the purpose of landing and distributing their material along the line.

I may mention that this permission has several times been promised by the Government, but I cannot find any written record of it.

The Hon. the Minister of Lands and Works. I have, &c.,
(Signed) CHAS. H. GRANT, *Engineer.*

THE statement conveyed in the letter is correct, but as the letter was received on the 4th I have the honor to transmit it to the Hon. the Minister of Lands and Works.

The Hon. the Minister of Lands and Works. HENRY BUTLER.
4th Nov. 1872.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 16th November, 1872.*

SIR,

THE Government have granted the Tasmanian Main Line Railway Company, Limited, a perpetual lease of the ground they require for their track round the Queen's Domain, subject to the understanding that the fencing should be done in a manner that is approved by the Director of Public Works, and that the number of railway crossings should also be subject to his decision.

As the Contractors are now ready and anxious to commence work on this portion of the Line, I have to request that you will kindly inform me when it will be convenient for you to arrange as to the description of fence that should be used on the various portions of the route through the Domain, and to fix the number of the railway crossings.

Should you wish to make a personal inspection of the ground, will you kindly favour me with an early appointment to go over it with me?

FRANCIS BUTLER, Esq., Director of Public Works. I have, &c.,
(Signed) CHAS. H. GRANT, *Engineer.*

THIS INDENTURE made the fourth day of November, one thousand eight hundred and seventy-two, **BETWEEN** "*The Commissioner of Crown Lands*" of the one part, and "*The Tasmanian Main Line Railway Company, Limited*" (hereinafter called "*The Company*") of the other part: **WHEREAS** the Company have applied to the Commissioner of Crown Lands to grant a Lease to the Company of the several pieces, parcels, or strips of Crown Land hereinafter described and through which the said Main Line of Railway will pass, or which may be required for the purposes of Goods or Passenger Stations or otherwise for such Line, and the Governor in Council has approved of such Lease being granted by the Commissioner of Crown Lands on the terms and conditions hereinafter expressed: **NOW** this Indenture **WITNESSETH** that the Commissioner of Crown Lands in exercise of the power and authority vested in him by the Third Section of "*The Main Line of Railway Act*," (33 Victoria, Number 1,) and with the authority of the Governor in Council given under the like power and authority (testified by the signature of His Excellency the Governor being subscribed hereto), and in consideration of the rent and covenants hereinafter reserved and contained and on the part of the Company to be paid and performed, **DOETH** hereby demise and lease unto the Company **ALL THOSE** several pieces, parcels, or strips of land situate in the County of Buckingham in Tasmania, and within the area known as the "*Queen's Domain or Park*," which are described as follows; (that is to say), **ALL THAT** portion of land containing seven acres one rood and fourteen perches or thereabout known as the Lower Cricket Ground, bounded by Park-street, the road extending from Liverpool-street, and the road extending from Macquarie-street as at present fenced; **ALSO ALL THAT** portion of land containing four acres and thirty-six perches or thereabout situated between the road extending from Macquarie-street and the River Derwent as the said two pieces of land are delineated on the map of the Queen's Domain or Park in the Office of the Minister of Lands and Works which has been signed by or on behalf of the respective parties to these presents and also by His Excellency the Governor; **ALSO ALL THAT** portion of land (excepting so much thereof as is hereinafter expressed to be excepted out of this demise), not exceeding twenty feet in width, from the centre on each side of the route of the Tasmanian Main Line Railway as shown by a red line on the said plan, except the same shall be required for the slopes of cuttings or embankments, extending a distance of one hundred and seventy-nine chains and forty links or thereabout to the fence on the northern boundary of the Queen's Domain or Park, such last-mentioned land including portion of the said Domain or Park now used as a part of the private garden to grounds occupied by His Excellency the Governor, and also used as part of the Botanical Gardens now in the occupation of the Royal Society of Tasmania, (excepting out of this present demise, and notwithstanding any description hereinbefore contained or referred to, so much of the last-mentioned piece or parcel of land as has been let by the Crown to Mr. Edward Goldsmith for the erection of a Patent Slip for a period of ninety-nine years from the thirtieth day of December, one thousand eight hundred and fifty-three, at an annual rental of one shilling, and being now in the occupation of Messieurs M'Gregor), **TOGETHER** with all ways, watercourses, rights, privileges, easements, members, and appurtenances to the lands hereby demised, or any part thereof belonging or usually held or enjoyed therewith, and all the estate and interest of the Crown therein, during the term of years hereinafter mentioned **TO HAVE** and **TO HOLD** the said lands and premises, with the appurtenances, unto the Company, their Successors and Assigns, for the full term of ninety-nine years, to be computed from the date of these presents, **YIELDING** and **PAYING** therefore by the Company during the said term unto the Commissioner of Crown Lands the yearly rent of one peppercorn if and when the same shall be demanded: **AND** the Company doth hereby covenant with the Commissioner of Crown Lands that the Company during the said term will pay the said rent in manner hereinbefore expressed: **PROVIDED ALWAYS** and it is hereby agreed and declared that this demise and the said term of years shall be absolutely forfeited to the Crown in case the lands hereby demised shall at any time during the said term of years be used otherwise than for the purposes of "*The Main Line of Railway Act*:" **IN WITNESS** whereof the Commissioner of Crown Lands has hereunto set his hand and seal, and the Seal of the Company has been affixed the day and year first hereinbefore mentioned.

Signed, sealed, and delivered by the Honorable
HENRY BUTLER (being and as Com-
missioner of Crown Lands) in the presence
of

ROB. P. ADAMS, *Crown Solicitor.*

HENRY BUTLER,
Commissioner of Crown Lands.

The Governor in Council hereby authorises and
requires the Commissioner of Crown Lands
to issue the within written Lease.

C. DU CANE.

Witness—E. C. NOWELL,
Clerk of the Executive Council.

Stamped in my presence this fifteenth day
of November, one thousand eight hun-
dred and seventy-two.

GEO. PATTEN ADAMS, *Collector of Stamp Duties.*

JAMES BARNARD,
GOVERNMENT PRINTER, TASMANIA.