

(No. 43.)



1879.

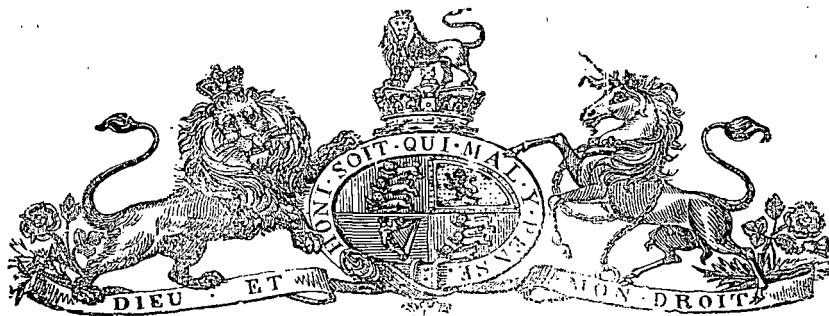
TASMANIA.

HOUSE OF ASSEMBLY.

MAIN LINE RAILWAY:

AGREEMENT *RE* TOLLS FOR RUNNING POWERS OVER
THE LAUNCESTON AND WESTERN RAILWAY, WITH
CORRESPONDENCE.

Laid upon the Table by the Minister of Lands, and ordered by the House to be
printed, September 9, 1879.



Lands and Works Office, 19th June, 1879.

MEMORANDUM.

THE 37 Vict. No. 20, Sec. 42, provides that, in case of difference, the amount to be paid by "The Tasmanian Main Line Railway Company, Limited," as Toll and Compensation for running powers over any part of the Launceston and Western Railway shall be arbitrated; and the amounts already fixed by arbitration for the years ending 30th October, 1877, 1878, and 1879, are as follows:—

30th October, 1877—Award, £2988.
30th October, 1878—Award, £3620.
30th October, 1879—Award, £3990.

The Manager of the Launceston and Western Railway is instructed to submit to me the amount he considers that the Government should claim for running powers for a further term of 3 years, in order that under Sec. 42 of the 37 Vict. No. 20 a sum may be mutually agreed upon without a reference to arbitration, if it can be avoided.

C. O'REILLY, Minister of Lands and Works.

*Launceston and Western Railway,
Manager's Office, Launceston, Tasmania, 20th June, 1879.*

SIR,

I HAVE the honor to acknowledge the receipt of your memorandum of yesterday's date upon the question of the toll and compensation to be demanded from the Main Line Railway Company for the exercise by them of running powers over the Launceston and Western Railway between Evandale Road and Launceston upon the expiration of the present Award, namely, the 30th October next.

After carefully reviewing my previous reports and calculations, I am still of opinion that the original offer of the Government to accept a Permanent Toll of £5000 per annum, if the matter is settled without arbitrating (with its attendant risks) is a fair and equitable offer, and I would recommend its renewal. Should you, however, deem it more desirable to limit the settlement to a period of three years only,—30th October, 1880; 30th October, 1881; 30th October, 1882,—and providing it be agreed mutually without having to arbitrate, a fair settlement could, I think, be made by taking the award for 1879 of £3990 as the basis, and asking that the amount of Toll to be paid for the years 1880, 1881, and 1882 should bear the exact relation to the receipts of the Main Line Railway for each of those years as that amount does to the receipts of that railway for 1879.

I presume you do not require me, in answering your memorandum, to enter into any of the arguments in favour of our demands, but I will venture to draw your attention to statements so frequently made of the very rapid development of the traffic upon the Main Line Railway, and its increased profitable nature and value, as the strongest argument in favour of the increased value to that Railway of the concession of running powers.

I would, however, recommend the obtaining the fixed Toll of £5000 per annum as preferable, if practicable.

I have, &c.

R. W. LORD, Manager.

The Hon. C. O'REILLY, M.H.A., Minister of Lands and Works.

FORWARDED to the Solicitor-General, who will be good enough to confer with the Tasmanian Main Line Railway Company's Solicitors with the view to effecting a settlement as to the amount of Toll and Compensation to be paid by the Company for the exercise of running powers over the Launceston and Western Railway from Evandale Junction to Launceston for a term of three years, dating from the 30th October next; and in the event of a difference, draw up a Deed of Submission to arbitrate in accordance with Sec. 42 of the 37 Vict. No. 20. The necessary notice should be served upon Mr. Grant, the Company's Manager.

C. O'REILLY, *Minister of Lands and Works.*
24th June, 1879.

Lands and Works Office, 25th June, 1879.

SIR,

I HAVE the honor to intimate to you that the Solicitor-General has been instructed to confer with the Tasmanian Main Line Railway Company's Solicitors with the view to effecting a settlement as to the amount of Toll and Compensation to be paid by the Company for the exercise of running powers over the Launceston and Western Railway from Evandale Junction to Launceston for a term of 3 years, dating from the 30th of October next; and in the event of a difference, to draw up a Deed of Submission to arbitrate.

I have, &c.

C. O'REILLY, *Minister of Lands and Works.*

C. H. GRANT, *Esq., C.E., General Manager*
Tasmanian Main Line Railway, Hobart Town.

Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart Town, 28th June, 1879.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 25th instant, in which you inform me that the Solicitor-General has been instructed to confer with the Main Line Railway Company's Solicitors respecting the amount of Toll to be payable by the Main Line Railway Company for the use of running powers over the Launceston and Western Railway during three years from the 30th October next; and that if the terms are not mutually agreed upon they should be arbitrated.

To this course there can be no objection; but, inasmuch as the Honorable the Colonial Treasurer undoubtedly carried with him the full assent of the House when he gave notice that the Government would ask the consent of Parliament to the purchase of the Line at the commencement of next Session, and as obtaining such consent would probably occupy a few days only, I have to suggest whether it would be necessary to incur the great expense of an Arbitration for less than twelve months' use of the Launceston and Western Line.

If the purchase be not approved there would be ample time for the Arbitration to take place between the middle of September and the 30th October, and since the first quarter's new rental would not be payable until next February, even that date would be sufficiently early to ascertain the amount due.

I have, &c.

C. H. GRANT, *General Manager.*

The Hon. C. O'REILLY, Minister of Lands and Works.

Lands and Works Office, 3rd July, 1879.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 28th ult., on the subject of the future amount of Toll and Compensation to be paid for the exercise of running powers over the Launceston and Western Railway from Evandale Junction to Launceston.

In reply, I have to intimate that inasmuch as it is impossible to anticipate the action of the Legislature in dealing with the question of the purchase of the Railway, and as, in any case, some time must necessarily elapse for the service of notice, and generally carrying out the decision of Parliament, I am of opinion that it will be the best course to leave the matter in the hands of the Crown Solicitor as before instructed.

I am, &c.

C. O'REILLY, *Minister of Lands and Works.*

C. H. GRANT, *Esq., C.E., General Manager*
Tasmanian Main Line Railway, Hobart Town.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart Town, 4th July, 1879.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 3rd instant, in which you express the desire that the settlement of the Tolls payable by the Main Line Railway Company for the use of the Launceston and Western Railway should be arranged by the Solicitors of the respective parties.

Having seen the Crown Solicitor with the Company's Solicitor, it was suggested that a temporary settlement might possibly be arrived at on the basis of an Award made by the Arbitrators in 1878; and that in such case it would be advisable that Mr. Lord and myself should endeavour to mutually agree upon the terms. Should this view of the matter be agreeable to you, I think that my Directors would be satisfied were the agreement limited to twelve months from the 1st November next, by which time the purchase of the Line would probably be complete if Parliament authorised the Government to obtain it.

The Company are so extremely dissatisfied with the last Award, which they complain is entirely opposed to the principles on which such Awards have hitherto been made, and which, indeed, may now be considered to be fixed railway law, that I feel sure they would not consent to a longer lease without again laying the facts before a Board of Arbitration; but to avoid such an expense, I believe they would concur in the temporary settlement now remarked upon.

I have, &c.

C. H. GRANT.

*The Hon. C. O'REILLY, M.H.A.,
Minister of Lands and Works.*

MEMO.

PLEASE send over Toll correspondence *re* Main Line Railway.

G. F. LOVETT.
7. 7. 79.

CORRESPONDENCE herewith. Please return, as I have had only verbal communications with Mr. Grant and Mr. Dobson.

G. F. LOVETT, *Esq.*

R. P. ADAMS.
8. 7. 79.

Lands and Works Office, Hobart Town, 8th July, 1879.

MEMO.

THE accompanying correspondence with the Manager of the Main Line Railway is forwarded to the Manager of the Launceston and Western Railway for an expression of his views as to adopting the suggestion contained in the letter of the 4th instant or otherwise.

C. O'REILLY, *Minister of Lands and Works.*

*Launceston and Western Railway,
Manager's Office, Launceston, Tasmania, 9th July, 1879.*

SIR,

I HAVE the honor to acknowledge the receipt of your memorandum of yesterday's date, enclosing correspondence with the Main Line Railway Company upon the subject of the Toll to be paid to this Department after the termination of the Award, which will be at the end of October next.

In his letter of the 4th instant Mr. Grant suggests that he and myself should meet and endeavour to arrive at a temporary settlement (say) for twelve months based upon the present Award.

I shall be most happy to meet Mr. Grant, and to then submit to your approval any terms that we may be able to agree to for such limited period of twelve months.

I have, &c.

R. W. LORD, *Manager.*

The Hon. C. O'REILLY, Minister of Lands and Works.

TELEGRAM.

KINDLY remind Minister to write me instructions *re* Toll.

Launceston, 28th July, 1879.

R. W. LORD.

Mr. G. F. LOVETT.

Lands and Works Office, Hobart Town, 31st July, 1879.

SIR,

I HAVE the honor to instruct you to hold yourself in readiness to proceed to Hobart Town at an early date to enable you to confer with Mr. C. H. Grant, the Main Line Railway Company's Manager, with the view to effecting a settlement of the question of Toll and Compensation to be paid for the future exercise of running powers over the Launceston and Western Railway for a term commencing 1st November next.

I have, &c.

C. O'REILLY, *Minister of Lands and Works.*

R. W. LORD, *Esq., Manager Launceston and Western Railway.*

Lands and Works Office, Hobart Town, 31st July, 1879.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 4th instant on the subject of the future amount of Toll and Compensation to be paid for the exercise of running powers over the Launceston and Western Railway between Evandale Junction and Launceston.

Absence on official business in the North has prevented my bringing under the notice of my colleagues the suggestion "that a temporary settlement be, if possible, arrived at on the basis of the Award made by the Arbitrators in 1878" until to-day.

I have now to intimate that the Government are willing that the Manager of the Launceston and Western Railway should confer with the Company's Manager with a view to a temporary settlement being effected for a term of 12 months from the 1st November next upon a basis of the amount awarded by the Arbitrators for the year ending October, 1879, viz., £3990.

Mr. Lord has been instructed to hold himself in readiness to proceed to Hobart Town at an early date with the view to effecting a temporary settlement upon that basis, and I have to request that you will kindly name a day, early in the ensuing week, convenient to you for the interview.

I have, &c.

C. O'REILLY, *Minister of Lands and Works.*

C. H. GRANT, *Esq., C.E., General Manager
Tasmanian Main Line Railway, Hobart Town.*

MEMO.

As I understand that Mr. Grant is now in Launceston, would it not be desirable that Mr. Lord should arrange a meeting with him to discuss the Toll question, and countermand your instructions to Mr. Lord to proceed to Hobart Town?

GEO. F. LOVETT.
1st August, 1879.

The Hon. C. O'REILLY, Minister of Lands and Works.

TELEGRAM.

1st August, 1879.

ARRANGE a meeting with Mr. Grant before he leaves Launceston on the subject of the Toll question: that will avoid your coming to Hobart Town, as instructed by letter posted to-day.

C. O'REILLY *Minister of Lands and Works.*

R. W. LORD, *Esq., Manager Launceston and Western Railway.*

TELEGRAM.

1st August, 1879.

Mr. Lord instructed to arrange meeting with you in Launceston *re* Toll question.

C. O'REILLY, *Minister of Lands and Works.*

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

TELEGRAM.

Launceston, 6th August, 1879.

I HAD meeting with Mr. Grant yesterday *re* Toll, and he presented statement of traffic. We arranged to meet again next week.

R. W. LORD.

Hon. C. O'REILLY.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart Town, 9th August, 1879.*

SIR,

I HAVE the honor to acknowledge the due receipt of your letter of the 31st ult., and beg to inform you that, in pursuance of your instructions, I called upon Mr. Lord at Launceston, respecting the settlement of the amount of tolls and compensation payable for the use of the Launceston and Western Railway for twelve months ending the 31st October, 1880. I have submitted documents to Mr. Lord bearing upon this question, and do not doubt that we shall shortly agree upon the figures.

I have, &c.

C. H. GRANT.

The Hon. C. O'REILLY, M.H.A., Minister of Lands and Works.

*Launceston and Western Railway,
Manager's Office, Launceston, 26th August, 1879.*

MY DEAR MR. GRANT,

BEFORE writing you finally about the toll, can we come to an arrangement for the Evandale Junction duties?

As the traffic has so very considerably developed since our temporary arrangement of two years ago, I think you will readily and at once admit the present payment of £65 per annum is quite inadequate for the very complete service rendered to your Company.

Would you agree to a payment for the year 1880 at the rate of £120 per annum? Kindly consider the matter, and favour me with an early reply.

Yours, &c.

R. W. LORD, *Manager.*C. H. GRANT, *Esq., Hobart Town.*

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart Town, 28th August, 1878.*

MY DEAR MR. LORD,

IN reply to your letter of the 28th inst., I can have no hesitation in acknowledging that the service of the Main Line Railway trains at Evandale Junction has been satisfactorily conducted by your staff on exceedingly moderate terms; and I cannot but think that the rate of £10 per month, or £120 per annum, that you now desire to fix is quite reasonable for the year 1880, whether or not the traffic improves or decreases, as some fear.

Yours, &c.

C. H. GRANT.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart Town, 30th August, 1879.*

DEAR SIR,

HAVING had the pleasure of meeting you this morning to discuss the amount that should be payable by the Tasmanian Main Line Railway Company, Limited, to the Launceston and Western Railway for running powers exercised by the former Company of the railway of the latter between Evandale Junction and Launceston, I have to record that, in endeavouring to determine the sum payable, we adopted the terms previously agreed upon with the Government, viz., that the toll for the year 1879-1880 should be the same proportion to the estimated traffic as the arbitrators awarded to be due upon the actual and estimated traffic submitted to them.

Having mutually agreed that the traffic on the Main Line Railway would not be likely to exceed £52,000 between the 1st of November, 1879 and 1880, the proportion payable to the Launceston and Western Railway works out as £4150, which sum the Main Line Railway Company are willing to pay and you undertake to accept.

The rent will, I presume, be payable quarterly, as usual.

In agreeing to the amount of £4150, I must remark, as I did to you verbally, that this sum being calculated on figures submitted to the arbitrators, which have not been obtained in working the line, is higher than if calculated on actual traffic, the correct figures in such case being £3948 only. I trust, therefore, that in any future revision of tolls you will agree that (if determined upon the same basis as now adopted) the actual traffic results will be utilised instead of the estimated traffic.

Yours, &c.

C. H. GRANT.

R. W. LORD, *Esq.*

*Launceston and Western Railway,
Manager's Office, Launceston, Tasmania, 1st September, 1879.*

SIR,

I HAVE the honor to report that, in accordance with the instructions contained in your letter of July 31st, and telegram of August 1st, I arranged to meet Mr. Grant, the General Manager of the Main Line Railway Company, upon the question of the amount to be paid by that Company to the Launceston and Western Railway Department for Toll and Compensation for exercising running powers between Evandale Junction and Launceston, for the twelve months ending 31st October, 1880. Accordingly, on the 5th of August, Mr. Grant and myself had an interview at my office, when Mr. Grant submitted the Statements Nos. 1 and 2. After some discussion it was agreed that Mr. Grant should leave the statements with me for consideration, when another meeting could be arranged.

Mr. Grant could not make it convenient to meet me again in Launceston; I therefore proceeded to Hobart Town, and met him there on Saturday morning.

The result of our meeting is embodied in the letter of Mr. Grant, dated 30th August, copy of which is attached. I now desire to recommend your approval of the terms mentioned therein for the payment of Toll for the year ending 31st October, 1880, namely the sum of £4150. This amount is arrived at by taking the sum awarded by Arbitrators for year ending 31st October, 1879, as the basis, and adding to that amount the amount proportionately due, assuming Mr. Grant's estimate of receipts for 1880 of £52,000 to be correct.

Should the Main Line receipts for the twelve months ending 31st October, 1880, exceed £52,000 it will form a reasonable ground for asking an increase of Toll when arranging for the following year.

As a temporary settlement for one year only I beg to recommend it as a satisfactory one, and ask your official approval thereto.

I enclose also copy of a letter I addressed to Mr. Grant in respect to the payment which should be made for the Junction duties at Evandale performed by this Department for the Main Line Company, which has hitherto been £65 per annum. I asked Mr. Grant to agree to a payment of £120 for the year 1880; to which he agrees, as you will perceive from his letter.

I have to recommend this arrangement likewise to your sanction.

Additional revenue to the amount of £215 will thus be secured.

I have, &c.

R. W. LORD, *Manager.*

*The Hon. C. O'REILLY, M.H.A.,
Minister of Lands and Works.*

No. 1.—GROSS TRAFFIC.

	Year ending October 31, 1877.	Year ending October 31, 1878.	Year ending October 31, 1879.	Year ending October 31, 1880.
First Eight Months	Actual. £25,468	Actual. £32,066	Actual. £36,136	Estimate.
Last Four Months	Actual. £11,528	Actual. £12,584	Actual. £13,584	
TOTAL	£36,996	£44,650	£49,720	£52,000

LAUNCESTON AND WESTERN RAILWAY MILEAGE PROPORTION.

	Actual. £2742	Actual. £3390	Estimate. £3775*	Estimate. £3948†
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Remarks.

* Year 1879 was originally estimated at £50,020, which gave Launceston and Western proportion £3858; but this is too high, as the last four months, which have to be estimated, cannot be reckoned above £1000 over the corresponding period in 1878, since 1878 was only £1056 over 1877 (same period).

† Estimated in same proportion as 1878, viz.—If £49,720 gives £3775, then £52,000 will produce £3948.

No. 2.—COMPARATIVE STATEMENT.

Year ending.	Arbitrators' Award.	Query should be.	Amount probably over awarded.
October 31, 1877	Estimated proportion before Arbi- trators. £2856 + £132 = Award. £2988	Actual mileage proportion. £2742 + £132 = £2874	£ 114
Ditto, 1878	£3488 + £132 = £3620	£3390 + £132 = £3522	98
Ditto, 1879	£3858 + £132 = £3990	Corrected estimate. £3775 + £132 = £3907	83
Ditto, 1880	£ —————	Estimated. £3948 + £132 = £4080	

NOTE.—The £132 is the amount added by Arbitrators, but for what reason is not known.

Lands and Works Office, Hobart Town, 2nd September, 1879.

SIR,

THE question of a temporary settlement of the amount to be paid as toll and compensation for running powers over the Launceston and Western Railway from Evandale Junction to Launceston, for one year only, terminating on the 31st October, 1880, having been referred to the Manager of the Launceston and Western Railway and yourself, I have the honor to intimate that the Government accepts the terms agreed upon, as submitted in your letter to the Manager of that railway under date the 30th ult., fixing the sum to be paid at Four thousand one hundred and fifty Pounds (£4150), in quarterly payments.

I have also to intimate that the terms agreed to in respect to the payment for junction duties at Evandale, performed by the Launceston and Western Railway Department, for the Main Line Railway Company, viz, One hundred and twenty Pounds (£120) per annum, for one year only, is also accepted by the Government.

I have, &c.

C. O'REILLY, Minister of Lands and Works.

C. H. GRANT, Esq., General Manager T.M.L.R., Hobart Town.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart Town, 3rd September, 1879.*

SIR,

I HAVE the honor to acknowledge the due receipt of your letter of the 2nd inst., in which you inform me that my arrangement with Mr. R. W. Lord that the tolls payable by the Main Line Railway Company for running powers over the Launceston and Western Railway, for the year ending 31st October, 1880, should be fixed at the sum of Four thousand one hundred and fifty Pounds (£4150), payable quarterly, has been accepted by the Government. This matter is therefore concluded.

I take due notice that the Government have also approved the claim made by Mr. R. W. Lord for an increased payment on account of junction duties performed by the Launceston and Western Railway Department for the Main Line Railway Company at Evandale Junction, being a sum of One hundred and twenty Pounds, and which I have accepted as satisfactory, for the whole of the year 1880.

I have, &c.

C. H. GRANT.

The Hon. C. O'REILLY, M.H.A., Minister of Lands and Works.

Lands and Works Office, 5th September, 1879.

SIR,

I HAVE to intimate that the terms agreed to by Mr. Grant and yourself with respect to the amount of Toll to be paid by the Main Line Railway Company, for one year only ending 31st October, 1880, as submitted to me in your letter of the 1st instant, viz., £4150, have been accepted by the Government.

The temporary settlement of this matter obviated the necessity of a reference to arbitration, with its attendant expense.

I also note that it has been mutually agreed that the sum of £120 per annum shall be paid for the junction duties at Evandale performed by your Department for the Main Line Railway.

I desire to compliment you upon the satisfactory issue of the negotiations with the Manager of the Tasmanian Main Line Railway Company entrusted to you by the Government.

I have, &c.

C. O'REILLY, *Minister of Lands and Works.*

R. W. LORD, Esq., Manager Launceston and Western Railway.

Lands and Works Office, Hobart Town, 11th September, 1879.

MEMORANDUM.

THE Solicitor-General will be good enough to draw up an Agreement between the Manager of the Tasmanian Main Line Railway and the Queen, binding the former to pay the latter a sum of Four thousand one hundred and fifty Pounds for the exercise of running powers over the Launceston and Western Railway, between Evandale Junction and Launceston, for a term of one year ending the 31st October, 1880; also a sum of One hundred and twenty Pounds for services performed for the Main Line Railway Company by the Launceston and Western Railway Department at Evandale Junction.

C. O'REILLY, *Minister of Lands and Works.*

Lands and Works Office, Hobart Town, 15th September, 1879.

MEMORANDUM.

It is very desirable that the Agreement *re* Toll and Compensation should be drawn and signed as early as possible.

Will the Solicitor-General kindly give the matter early attention, as I wish to close the correspondence and lay it before Parliament?

C. O'REILLY, *Minister of Lands and Works.*

TELEGRAM.

16th September, 1879.

AGREEMENT To and Junction Rent being prepared, binding Mr. Grant. Can you define services rendered at Junction for insertion therein?

G. F. LOVETT.

R. W. LORD, Esq., Launceston.

TELEGRAM.

Launceston and Western Railway, 16th September, 1879.

CHARGE of accounts and rendering necessary returns, booking passengers, parcels, goods, &c., and general ordinary station duties, including attention to Telegraph, but not to include any extra labour for portage of heavy goods found necessary.

R. W. LORD.

G. F. LOVETT, Esq.

MEMO.

DRAFT Agreement re Toll and Compensation perused, and suggested alterations submitted to Hon. the Minister of Lands and Works.

G. F. LOVETT,
22. 9. 79.

FORWARDED to the Manager of the Launceston and Western Railway for his perusal and observations.

C. O'REILLY,
22. 9. 79.

Launceston and Western Railway, Manager's Office,
Launceston, Tasmania, 23rd September, 1879.

SIR,

I HAVE the honor to acknowledge the receipt of your Minute, dated the 22nd instant, accompanied by Draft Agreement between His Excellency the Governor and the Tasmanian Main Line Railway Company, Limited, for the use by that Company of the portion of the Launceston and Western Railway between Evandale Junction and Launceston. I have, in accordance with your instructions, carefully perused the same, and think it contains all the necessary stipulations. The quarterly payments have hitherto been made direct by cheque to the Department and banked in the Commercial Bank here together with the ordinary revenue.

I have, &c.

R. W. LORD.

The Hon. C. O'REILLY, M.H.A., Minister of
Lands and Works.

PERUSED and returned to the Solicitor-General.

G. F. LOVETT.
24. 9. 79.

Solicitor-General's Office, 25th September, 1879.

SIR,

TASMANIAN MAIN LINE RAILWAY.

HEREWITH I have the honor to send for your perusal a letter received by me to-day from the Company's Solicitors, with reference to the Agreement for payments to be made to the Government in respect of Tolls and Compensation for the exercise of running powers over the Launceston and Western Railway, and for services to be performed at the Evandale Junction on behalf of the Company.

Please peruse copy of Mr. Grant's letter, written on that of Messrs. Dobson & Mitchell, and instruct me thereon, as the terms mentioned by Mr. Grant are not quite in accordance with the instructions received from your department.

I have, &c.

ROBT. P. ADAMS.

The Hon. the Minister of Lands and Works.

I SEE no objection to the monthly payments of £10 each. It is very desirable that the Agreement should be ready for His Excellency's signature on Monday next.

C. O'REILLY.
29. 9. 79.

Hobart Town, 25th September, 1879.

DEAR SIR,

Re MAIN LINE RAILWAY COMPANY.

WE send on the other side copy of a letter received from Mr. Grant as to the services which the Launceston and Western Railway Department are to perform at Evandale, in consideration of a payment by the Main Line Company of £120. You will observe that Mr. Grant thought an agreement unnecessary as the terms agreed to are all set out in the correspondence. Your draft Agreement hereon has just been delivered, and we will peruse it at our earliest convenience.

Yours faithfully,

DOBSON & MITCHELL.

The Solicitor-General.

*Tasmanian Main Line Railway Company, Limited,
General Manager's Office, Hobart Town, 17th September, 1879.*

DEAR SIRS,

Re TOLLS LAUNCESTON AND WESTERN RAILWAY.

THE Solicitor-General is quite correct in stating that I have agreed to pay the sum of £4150 as Tolls and Compensation for running over the Launceston and Western Railway during the year ending the 31st October, 1880: the rate to be paid quarterly; and the agreement to be the same as for the three preceding years. Of this you have copies in the printed correspondence.

As regards the agreement for station services: that has hitherto been simply by letter between Mr. Lord and myself. The payment of £120 per annum is to begin on the 1st January, 1880, (not the 1st November, 1879).

The station services at Evandale Junction comprise the booking and attendance on the Main Line trains; the transfer of passengers' luggage from one platform to the other in either direction, and of all freight from the trucks of one line to the trucks of the other; also furnishing the usual returns to the Main Line Railway, and generally all such services as are required at any railway station. The rent to be paid in monthly instalments of £10 each. This arrangement is simply to obviate the necessity of the Main Line Railway Company keeping a separate staff there.

The agreement for this service is completed in writing between the Minister of Lands and myself: and I should not have thought that any further legal document could be of any avail.

I am, &c.

C. H. GRANT.

Messrs. DOBSON & MITCHELL, Macquarie-street.

Lands and Works Office, Hobart Town, 4th Oct., 1879.

MEMO.

I AM instructed to urge upon the Solicitor-General the preparation of the Agreement *re* Toll and Compensation for next Executive.

G. F. LOVETT.

I PREPARED the Agreement more than a week ago, and it is, and has been, in the hands of the Company's Solicitors, from whom I am unable to obtain it.

ROBT. P. ADAMS.
4. 10. 79.

Mr. G. LOVETT.

Lands and Works Office, Hobart Town, 10th October, 1879.

MEMORANDUM.

ON the 11th of September the Solicitor-General was instructed to prepare draft form of Agreement *re* Toll and Compensation for the exercise of running powers over the Launceston and Western Railway by the Main Line Railway Company, Limited, and I was advised on the 4th instant that a draft Agreement had been prepared and was in the hands of the Company's Solicitors.

Will the Solicitor-General be good enough to ascertain the cause of so much delay in a matter which might have been disposed of in a few days?

C. O'REILLY, *Minister of Lands and Works.*

I HAD an interview with Mr. Grant and Mr. H. Dobson yesterday, and urged the return of the Agreement approved without further delay, and Mr. Grant promised to peruse and settle the Agreement, but I have not received it as yet.

ROBT. P. ADAMS.
10. 10. 79.

The Hon. the Minister of Lands and Works.

Hobart Town, 13th October, 1879.

DEAR SIR,

THE GOVERNOR WITH TASMANIAN MAIN LINE RAILWAY COMPANY.

WE return Draft Agreement approved on behalf of the Company, as altered in red ink.

We have, &c.

DOBSON & MITCHELL.

R. P. ADAMS, *Esq., Solicitor-General.*

MEMO.

Solicitor-General's Office, 14th October, 1879.

TASMANIAN MAIN LINE RAILWAY.

WILL the Minister of Lands and Works have the goodness to consider Messrs. Dobson and Mitchell's alterations (in red ink) in the proposed Agreement with respect to tolls and to running powers over the Launceston and Western Railway?

The draft agreement was returned to me this morning by the Company's Solicitors.

ROBT. P. ADAMS.

The Hon. the Minister of Lands and Works.

TELEGRAM.

MR. GRANT objects to the following words in the Agreement:—"But such duties shall not include any extra labour for the portorage of heavy goods at Evandale Junction for the Company." Do you insist upon those words standing part of the Agreement?

GEO. F. LOVETT.
14. 10. 79.

R. W. LORD, *Esq., Launceston.*

TELEGRAM.

Launceston and Western Railway, 14th October, 1879.

MOST decidedly: we simply agreed to duties as in the past; otherwise we might be called upon to expend in extra labour as much as we receive. It is only a quibble.

R. W. LORD.

G. F. LOVETT, *Esq.*

Hobart Town, 14th October, 1879.

DEAR SIR,

THE GOVERNOR AND THE RAILWAY COMPANY.

WE have your letter returning draft Agreement with an alteration altered. We have re-altered your alteration on page 2, and trust that the clause as it now stands will meet with the approval of the Minister. As to the alteration at page 8 Mr. Grant wrote us as follows:—"On the 8th page I don't agree to the statement that Station duties shall not include extra labour for portorage or transfer of heavy goods or cattle, since the discharge of Station duties must include the performance of all that is required in connection therewith, but in this I should not consider Permanent way material necessarily included, and it is that which I think Mr. Lord desires to exclude." With such instructions from our client we are unable to consent to your alteration. Agreement returned.

Yours faithfully,

R. P. ADAMS, *Esq., Solicitor-General.*

DOBSON & MITCHELL.

TELEGRAM.

15th October, 1879.

MR. GRANT considers that permanent way material is the only exception to the station duties you desire. Is that so?

R. W. LORD, *Esq.*, *Launceston.*

G. F. LOVETT.

TELEGRAM.

Launceston Railway Station, 16th October, 1879.

HAVE seen Grant. I don't mean permanent way material, but have suggested a slight alteration in wording. Say not to include extra labour for transshipping purposes beyond permanent staff,—any such expense to be equally divided between both Railways.

R. W. LORD.

G. F. LOVETT, *Esq.*

TELEGRAM.

Launceston Railway Station, 23rd October, 1879.

WILL you get agreement with Mr. Grant executed before the end of the month, when the award terminates.

R. W. LORD.

G. F. LOVETT, *Esq.*

MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

Lands and Works Office, Hobart Town, 27th October, 1879.

SUBMITTED—

THAT in consideration of a sum of Four thousand one hundred and fifty pounds (£4150) as Toll and Compensation agreed to be paid by the Tasmanian Main Line Railway Company, Limited, for the exercise of running powers over the Launceston and Western Railway between Evandale Junction and Launceston, and in consideration of a further sum of One hundred and twenty pounds (£120) agreed to be paid by the said Company for Station Services at Evandale Junction to be performed by the Launceston and Western Railway Department, all trains going along the Main Line Railway to be authorised to pass over and along and to use any part of the Launceston and Western Railway between Evandale Junction and Launceston, for a term of twelve months from the 1st day of November, 1879, to the 31st day of October, 1880, under and by virtue of powers conferred by Section 42 of the 37 Vict. No. 20.

C. O'REILLY, *Minister of Lands and Works.*

THE Governor in Council approves.

E. C. NOWELL.
27. 10. 79.

THIS Agreement is made the Twenty-seventh day of October one thousand eight hundred and seventy-nine BETWEEN His Excellency FREDERICK ALOYSIUS WELD Esquire Companion of the Most Distinguished Order of Saint Michael and Saint George Governor of Tasmania by and with the advice and consent of His Executive Council for and on behalf of the Government of Tasmania and hereinafter called "the Governor" of the one part and THE TASMANIAN MAIN LINE RAILWAY COMPANY (LIMITED) hereinafter called "the Company" of the other part WHEREAS by the Act of the Parliament of Tasmania 33 Victoria Number 21 it was amongst other things provided that the Governor in Council might confer upon any Company contracting under the Main Line of Railway Act (33 Victoria Number 1) running powers over any part or parts of the Launceston and Western Railway upon payment of reasonable tolls and compensation for so doing and that the amount of such tolls and compensation should in case of difference be decided by arbitration in manner therein mentioned AND WHEREAS by a Contract dated the Fifteenth day of August one thousand eight hundred and seventy-one made in pursuance of the said Main Line of Railway Act and the Main Line of Railway Amendment Act (34 Victoria Number 13) the Company contracted with the Governor of Tasmania to construct maintain and work a Main Line of Railway between Hobart Town and Launceston or between Hobart Town and any point on the Launceston and Western Railway with running powers over that Railway to Launceston and by the Fourth Section of such Contract the running powers named and referred to in the said Act 33 Victoria Number 21 over the Launceston and Western Railway

were expressly given to and conferred upon the Company. AND WHEREAS the Company have constructed a Main Line of Railway and have connected the same with a point on the Launceston and Western Railway known as Evandale Junction and have laid down a third rail upon the Launceston and Western Railway from that point to a point on the Launceston and Western Railway near Launceston aforesaid at which the Company's Railway diverges from the Launceston and Western Railway. AND WHEREAS the running powers originally created by the Act 33 Victoria Number 21 have been continued and confirmed by the Act of the Parliament of Tasmania 37 Victoria Number 20. AND WHEREAS it has been agreed between the Governor and the Company that the Company shall be permitted to use and exercise the said running powers over the Launceston and Western Railway to from and between Evandale Junction and a point on the Launceston and Western Railway near Launceston aforesaid at which the Tasmanian Main Line Railway Company's Railway diverges from the Launceston and Western Railway for the period of Twelve Months commencing on the First day of November one thousand eight hundred and seventy-nine in consideration of the sum of Four thousand one hundred and fifty Pounds to be paid by the Company to the Governor in manner hereinafter expressed. IT IS THEREFORE HEREBY MUTUALLY AGREED between the Governor and the Company in pursuance of the said recited Acts of Parliament and the said Contract and in pursuance of the lastly hereinbefore recited Agreement as follows—

1. The Governor hereby authorises and empowers the Company to use and exercise such running powers over the Launceston and Western Railway as in the said Acts and Contract are mentioned for the term of Twelve Months from the First day of November one thousand eight hundred and seventy-nine to the Thirty-first day of October one thousand eight hundred and eighty. And the said Company agree to use and exercise such running powers during the said term in conformity with the said Acts and Contract and subject to the provisions and stipulations hereinafter contained.

2. The times at which the Trains of the Company shall run over the Launceston and Western Railway during the said term of Twelve Months shall be from time to time submitted to and approved by the Governor and the Company shall not run any Train over such Railway except at the times approved by the Governor or authorised by some person delegated by him.

3. The Governor may from time to time during the said term make alter and rescind regulations for working the traffic of the Company over the Launceston and Western Railway and for the maintenance of such third rail as aforesaid and may direct that the Manager of the Launceston and Western Railway shall exercise immediate control over all trains of the Company upon the said Launceston and Western Railway and all servants of the Company while upon any part of the Launceston and Western Railway shall obey the orders of the said Manager of the Launceston and Western Railway and of all persons duly authorised by him and such servants of the Company shall for the purpose of giving effect to this provision but not further or otherwise while upon the said Launceston and Western Railway or any part thereof be deemed servants of the Manager of the Launceston and Western Railway and be subject and liable accordingly.

4. The Company shall be solely responsible for any loss damage or injury accruing from the trains of the Company while upon the said Launceston and Western Railway unless the same is proved to have been caused by the order act default or negligence of some person actually employed and paid by the Launceston and Western Railway Department or by some default for which the Launceston and Western Railway is responsible.

5. The Company shall supply to the Manager of the Launceston and Western Railway free of cost all rails and fastenings which he may require or deem necessary for the maintenance or renewal of the said third rail and the same shall be subject to the approval of the said Manager.

6. In order to provide public convenience it shall be lawful for the Company to convey passengers from any station south of Evandale Junction to either Breadalbane St. Leonards or Launceston and to deposit such passengers at any of such stations retaining the full fare for such journey and also to convey passengers from Launceston St. Leonards or Breadalbane to any station south of Evandale Junction upon the like terms provided that the Company carry Launceston and Western local passenger traffic between the aforesaid stations and account to the Manager of the Launceston and Western Railway for all passenger receipts of the Company in respect of the said local traffic and all traffic between Launceston and Deloraine (including all intermediate stations) shall for the purposes of this Agreement be deemed "local traffic" and the Company shall not except as hereinafter provided compete with the Launceston and Western Railway for such local traffic.

7. And in consideration of the running powers so conferred on the Company as hereinbefore expressed the Company hereby promise and agree with the Governor that the Company will pay the hereinbefore mentioned sum of Four thousand one hundred and fifty Pounds to the Governor at the Colonial Treasury in Hobart Town by equal quarterly payments of One thousand and thirty-seven pounds and ten shillings each on the Thirty-first day of January the Thirtieth day of April the Thirty-first day of July and the Thirty-first day of October during the said period of Twelve months and that the first of such payments shall be made by the Company on the Thirty-first day of January next. AND WHEREAS it has further been agreed between the Governor by and with the advice of his Executive Council for and on behalf of the Government of Tasmania and the Company that in consideration of the further sum of One hundred and twenty Pounds to be paid by the Company to the Governor in manner hereinafter expressed the said Launceston and Western Railway Department shall perform such services as are hereinafter mentioned for and on behalf of the Company for a term of Twelve months as hereinafter mentioned. NOW THEREFORE IT IS HEREBY FURTHER AGREED between the Governor and the Company as follows that is to say—

8. The Launceston and Western Railway Department shall in and for and during the year One thousand eight hundred and eighty for or on behalf of the Company take charge of and keep all accounts and render all proper and necessary returns and also book passengers and parcels and goods and perform all general ordinary station duties at Evandale Junction aforesaid including therein all proper attention to the telegraph but such duties shall not include any necessary extra labour for transshipping purposes beyond the permanent staff of the Launceston and Western Railway Department and any expense attendant on the employment of such extra labour shall be equally divided between the Company and the Launceston and Western Railway Department.

9. In consideration of the services so to be rendered by the Launceston and Western Railway Department as mentioned in the last preceding clause the Company hereby agree with the Governor to pay to him at the Colonial Treasury in Hobart Town the said sum of One hundred and twenty Pounds by equal quarterly payments of Thirty Pounds each on the Thirty-first day of March the Thirtieth day of June the Thirtieth day of September and the Thirty-first day of December in the year One thousand eight hundred and eighty.

10. And lastly it is hereby expressly agreed between the parties hereto and this Agreement and every provision herein contained is made upon the express understanding and condition that it shall not operate or be construed to operate as an admission by either party hereto that the conditions of the hereinbefore recited Contract have or have not been fulfilled or as a waiver or abandonment of any right now possessed by either party hereto or to the said Contract against the other of them but all such rights and liabilities shall be and remain as if these presents had not been made or executed save in so far as is herein expressly provided or declared to the contrary As witness the hands of the said parties to these presents the day and year firstly hereinbefore written.

FRED. A. WELD *Governor.*

Signed by the above-named FREDERICK ALOYSIUS WELD
Esquire Governor of Tasmania at a meeting of the
Executive Council held at Hobart Town on 27th
October 1879.

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

The Tasmanian Main Line Railway Company Limited by their Attorney
C. H. GRANT.

Signed by CHARLES HENRY GRANT as the Attorney to the
said Company in the presence of

J. MITCHELL, *Solicitor, Hobart Town.*