

(No. 25.)



1873.

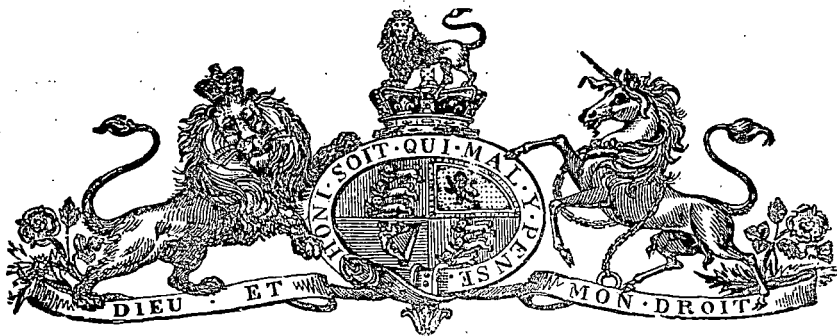
T A S M A N I A.

LEGISLATIVE COUNCIL.

MAIN LINE RAILWAY.

CORRESPONDENCE.

Laid upon the Table by Mr. Scott, and ordered by the Council to be printed,
June 17, 1873.



MAIN LINE RAILWAY CORRESPONDENCE.

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

SIR,

I HAVE the honor to acknowledge receipt of your letter of the 10th instant, enclosing copy of the "Bill to further amend the Main Line of Railway Act," which the Government propose introducing to Parliament, and am greatly obliged by the same.

I duly note your statement that this Bill contains the alterations of the existing law that the Government are prepared to support; and on referring thereto find that the principal difference between the Government measure and the Draft Bill I had the honor to submit lies in the omission of the two clauses relating to the remission of wharfage rates and of local taxation. To this subject your letter makes no allusion, except to acknowledge my letter of the 4th instant, with which I enclosed a strong remonstrance from the Contractors about these charges.

In confirmation of this letter I again have the honor to address you, and to suggest that the correspondence with the former Government on this subject, which was long anterior to the signing of the Contract in London, was of the nature of a Contract with the former Executive Government, and is therefore a liability of their successors; and that the honor and good faith of the country, no less than the precedents binding the Executive of a Constitutional Government, require that the clauses granting the exemption from wharfage and rating claimed by the Company should be submitted by your Government to the favourable consideration of Parliament, as now being, without reference to the expediency of making this concession in the negotiations, a settled condition of the Contract.

I trust, therefore, that your Government will fulfil the obligation of your predecessors to place the matter before Parliament, who, I have no doubt, will take a liberal and just view of the case, with a special consideration to its antecedent history.

The Hon. the Colonial Secretary.

I have, &c.,

(Signed)

CHAS. H. GRANT, *Engineer.*

Colonial Secretary's Office, 17th December, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 13th instant, having reference to previous correspondence upon the subject of the exemption of the Company from the payment of wharfage rates and local taxation.

With regard to the obligation of the Government to submit for the favourable consideration of Parliament the claims of the Company for such exemption on the grounds that the correspondence with the late Government on the subject "long anterior to the signing of the Contract in London" was of the nature of a Contract, and consequently "a liability of their successors," I would desire to remind you that the late Government submitted to Parliament in November, 1871, "A Bill to further amend the Main Line of Railway Act," which contained a clause providing for the exemption of plant from wharfage, which was rejected by the House of Assembly on the 8th December, 1871. The present Administration cannot recognise any obligations on their part to re-submit the question to Parliament, nor could they at any time propose to the Legislature a measure to which they were not prepared to give their support.

I have, &c.,

(Signed)

JAMES R. SCOTT.

C. H. GRANT, *Esq., Engineer-in-Chief,
Main Line Railway Office.*

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 17th December, 1872.*

SIR,

CONFIRMING my letter of the 13th instant on the subject of the exemption from payment of wharfage, municipal, and general rates claimed by the Tasmanian Main Line Railway Company, Limited, on the ground that the Contract with the Government was accepted and signed in the full belief and assurance that the Draft Bill (of which the Company were furnished with a copy) had been passed by Parliament, and this view of the case was confirmed by the previous correspondence with the Government, and requesting the Government to fulfil the undertaking of their predecessors to place the matter before Parliament.

In the personal interview that you honored us with I find that the Government had a different impression on the subject, and therefore consulted the late Attorney-General, who assures me that no private member can introduce a Bill or clauses involving the appropriation of public money, and that therefore the members of the late Government, who gave the pledges, are personally unable to carry them out.

If this be the case, I feel it my duty to more forcibly request the intervention of the present Government in fulfilling the written and official engagements of their predecessors; and trust I may be permitted to remark that the refusal to do so must practically involve a breach of the Contract by the Government, a proceeding which I feel sure they would not intentionally take.

I have, &c.,

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

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 19th December, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 17th instant, having reference to your previous communication of the 13th instant, on the subject of the exemption from payment of wharfage, municipal, and general rates upon Railway material.

You state that the late Attorney-General has assured you that no private member can introduce a Bill or clauses involving the appropriation of public money, and that, therefore, the members of the late Government, who gave the pledges, are personally unable to carry them out.

In reply I have the honor to point out that, though it is perfectly true that no private member can introduce a Bill involving the appropriation of public money, the members of the late Ministry can move an Address to the Governor to that effect, and in the discussion arising upon such a motion the whole question would be argued and decided.

I have, &c.,

(Signed) JAMES R. SCOTT.

C. H. GRANT, *Esq., Engineer-in-Chief;
Main Line Railway Office.*

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

SIR,

THE Contractors for the Tasmanian Main Line Railway have been shown some blasting tools that are said to belong to the War Department under your charge, and are not likely to be again used by you, which articles are now particularly required for workmen now engaged on the Railway.

The Contractors therefore request me to ask you to sell them these tools, for which they are willing to give 21s. per cwt. of their weight; and if you cannot sell them immediately, would you kindly loan them on the condition that they should be returned in at least as good a state as lent them, or else purchased on agreed terms?

I have, &c.,

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

B. T. SOLLY, *Esq., Hobart Town.*

THE Director of Public Works is requested to state if he would recommend the sale of the blasting tools referred to, and if so at what price for the iron per cwt., and per lb. for the copper.

B. TRAVERS SOLLY.
25th Nov. '72.

I RECOMMEND the sale of the tools. The price offered is fair; copper rammers are worth 1s. 9d. per lb., copper measures and canisters 2s. 6d. per lb.

FRANCIS BUTLER, D.P.W.
26. 11. 72.

SALE approved at the prices named by the Director of Public Works.

JAMES R. SCOTT.
26. 11. 72.

Colonial Secretary's Office, 26th November, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of yesterday's date; and in reply to inform you, by direction of the Colonial Secretary, that the Government are prepared to dispose of the blasting tools to which you refer at the price named in your letter, namely 21s. per cwt.

The copper rammers which belong to the sets of tools you can have at 1s. 9d. per lb., and the copper measures and canisters at 2s. 6d. per lb.

I have, &c.,

(Signed) B. TRAVERS SOLLY.

C. GRANT, Esq., Engineer-in-Chief,
Main Line Railway.

MEMO.

THE Master Gunner will issue to the order of Charles Grant, Esq., Chief Engineer of the Main Line Railway, the blasting tools now in his charge, weighing the same, copper and iron separately, and taking a receipt for the weight issued.

(Signed) JAMES R. COTT.
C.S.O., 26th Nov. 1872.

The Master Gunner.

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 26th November, 1872.*

SIR,

I HAVE the honor to acknowledge your letter of this date, in which you kindly inform me that the Government will dispose of the blasting tools that the Contractors for the Main Line Railway desire to purchase at the price they offer, of twenty-one shillings per cwt.; and will further supply the copper tamping rods at one shilling and ninepence, and the copper measures and canisters at two shillings and sixpence per lb.

The Contractors request me to thank you for the offer, and to accept it on their behalf, and ask that the tools may be promptly delivered. They do not know what the copper articles may be, and cannot therefore judge their value, but have little doubt they will be found useful.

I have, &c.,

(Signed) CHAS. H. GRANT, Engineer.

B. T. SOLLY, Esq.

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

SIR,

I HAVE the honor to record and ask your approval of the arrangements made with you on the 22nd ult., on a personal inspection of the ground, respecting the fences round the Domain and the Railway crossings thereon. First—as to the fences. I believe we decided that the painted railing round the Lower Cricket Field and the plot of ground east of Macquarie-street should be maintained there, any quantity that may be short in its re-arrangement to be replaced by new of the same pattern.

The fences round the Quarry, and from thence to the paddocks of Government House, to be of similar pattern to that now round the edge of the Domain between the Cattle Jetty and the Slaughter Houses.

The present fences in the grounds of Government House to be removed and re-erected in a workmanlike manner, and with special reference to the wishes of His Excellency the Governor.

Through the Botanical Gardens a fence of five galvanised iron wires and painted posts to be used, if approved by the Curator.

From the Botanical Gardens to the boundary of the Domain a stout four-rail fence of the ordinary description to be adopted.

As regards the Railway crossings, we thought that one should be placed opposite the Regatta Stand, to serve also for the Cattle Jetty; a second opposite the entrance to M'Gregor's ship-yard, to be available for the road to the Powder Jetty; a third on the esplanade of the Botanical Gardens; and a fourth at the public road crossing near the gate of the Domain at Cornelian Bay; and that a full number of wicket gates and foot crossings, to suit the convenience of all interested parties, should be made in other parts of the Domain, and in the gardens of Government House and of the Royal Society.

I have, &c.,

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

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

Lands and Works Office, Hobart Town, 7th December, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 4th instant, respecting the fences and Railway crossings in the Domain, and beg to inform you that I approve of the arrangements therein proposed.

I have, &c.,

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

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

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 9th December, 1872.*

SIR,

REFERRING to your letter of the 18th ult. on the subject of the lease of the Engineer yard and premises to the Main Line Railway Company, Limited, in which you state that this property would be let, under a proper lease and for a reasonable period to be hereafter approved, at the yearly rent of £160, and desiring to know for what period we require the premises; also to my reply of the 19th ult., in which I mentioned that the 31st December, 1874, would be the extent of such term;

I have now the honor to inform you that upon re-consideration of the matter, under the advice of our Solicitor, it is deemed advisable to ask that the option of the lease should extend to twenty-one years, if the Government have no objection to this term, or otherwise to the extreme length that they may approve.

I have, &c.,

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

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

SUBMITTED for the instructions of the Hon. the Minister of Lands and Works.

FRANCIS BUTLER, *D.P.W.*
10. 12. 72.

CONSIDERING the low rent offered by the Company, I am not prepared to advise His Excellency that the lease should extend beyond one year after the time that the Company have agreed to complete the Main Line Railway.

CHARLES MEREDITH,
11. 12. 72.

The Director of Public Works.

Lands and Works Office, Hobart Town, 12th December, 1872.

SIR,

IN reply to your letter of the 9th instant, I am instructed by the Hon. the Minister of Lands and Works to inform you that the lease of the Engineer yard and premises cannot be extended for more than one year from the time when the Company have agreed to complete the Main Line of Railway, which will be to the 15th August, 1876.

Be good enough to let me know if you accept this further term, that I may advise the Crown Solicitor accordingly.

I have, &c.,

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

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

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

SIR,

I HAVE the honor to acknowledge your letter of the 12th instant, in which you inform me that the lease of the Engineer yard and premises cannot be extended for more than one year from the time when the Company have agreed to complete the Main Line of Railway, which will be the 15th August, 1876, and desiring to know if the Company will accept this further term.

In reply thereto I beg to thank the Hon. Minister of Lands and Works for to this extent acceding to the application of the Company, but have to remark that under Clause 22 of the Contract with the Government the time specified for the completion of the Railway is March, 1876, and the one year afterwards would therefore make the date of termination of the lease the 15th March, 1877. If it would be satisfactory to name the end of 1877 as the extent of the lease, I should be happy to accept this on behalf of the Company.

I have, &c.,

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

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

By the 22nd clause of the Contract it is provided that the date of the same shall be reckoned from that of its execution by the Company, viz. 15th March, 1872, the termination of the lease will therefore be the 15th March, 1877. Mr. Grant's request that the same may be extended to 31st December, 1877, is submitted for instructions.

FRANCIS BUTLER, *D.P.W.*
14. 12. 72.

The Hon. the Minister of Lands and Works.

APPROVED.

CHAS. MEREDITH,
18. 12. 72.

Lands and Works Office, 18th December, 1872.

SIR,

I HAVE the honor to inform you that the Hon. the Minister of Lands and Works approves of the lease of the Engineer yard and premises being extended to the 31st December, 1877.

I have, &c.,

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

C. H. GRANT, *Esq., C.E., Tasmanian*
Main Line Railway Company, Limited.

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

SIR,

I HAVE the honor to acknowledge your letter of the 18th instant, and beg to express my thanks to the Hon. Minister of Lands and Works for his approval of the extension of the lease of the Engineer yard and premises to the 31st December, 1877.

I have, &c.,

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

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

South Yarra, Melbourne, 30th December, 1872.

SIR,

I HAVE lately had some correspondence with Mr. Reeve, the Contractor for your Main Line, in reference to the route between Bridgewater and Antill Ponds, which district I carefully examined some months since, and was perfectly satisfied that a much better line with respect to gradients could be got between the places named, and which would cost less per mile by keeping on the west side of the T.P. road than could be got by way of Jerusalem. I also ascertained that such route on the west side of the T.P. road would accommodate a much greater number of the population along the course of the line than the route on the east side of the T.P. road, and proposed to Mr. Reeve to mark out the line I recommend and furnish a section and estimate of the cost by his allowing me a portion of the difference in the cost per mile between the places named. Mr. Reeve at once agreed to my terms so far as the difference in the entire cost of the line between Bridgewater and Antill Ponds, but said he could not agree to the difference in the cost per mile, as he had only to construct the cheapest line he could find, without considering the route, which would accommodate or command the largest amount of traffic; hence if I were to succeed in finding a route for a line that would cost £500 per mile less than the one they have adopted, but if it were 5 miles longer the total cost would be about the same. From the Government plans I was supplied with when going over the route I advocate the difference in the length of the two routes would not in my opinion exceed 5 or 6 miles, more probably not so much; under these circumstances I think the Government should give a guarantee that my time and expenses be allowed, should the line I select be a success.

The conditions upon which your line is being constructed is different to any I have before met with.

The problem to resolve in selecting a Line of Railway on our system is, how the general interest of the country through which the line passes can be best served, and those of commerce and trade, with the least first expenditure, ensuring at the same time the lowest working expense. The increase of traffic between places connected by a Railway has four causes; viz.—

- 1st. Economy in working, which means a low tariff of rates.
- 2nd. Certainty of departing and arriving at fixed hours.
- 3rd. Rapidity of travelling; to diminish distance measured by time.
- 4th. Safety and comfort to passengers, and minimum injury to cattle and goods.

But of all the causes the reduction in the cost of transit acts most powerfully in increasing the traffic.

As before observed the line I recommend on the west side of the T.P. road would be one with better gradients than the one it is proposed to adopt; and I would here remark that a line 50 miles in length with easy gradients can be worked at less expense, and the distance performed in less time than on a line of only 40 miles in length with steep gradients; and, as far as I could learn from the

statistics of the traffic, the line proposed on the west side of the T.P. road would command and secure a traffic of at least £20,000 per annum greater than a line by way of Jerusalem could ever possibly get; and if we suppose one-half of the £20,000 for working expenses, leaves £10,000 net for profit, which capitalised at 5 per cent. equals £200,000. This fact, added to the difference of the cost of working bad gradients compared with the working expenses of a line with easy gradients, is, I think, a matter requiring serious consideration by your Government before it be too late.

I would undertake to provide a section and estimate of the proposed route within less than *two* months.

I have, &c.,

(Signed) DAN^L CLIMIE.

To the Hon. the Minister of Railways, Tasmania.

Colonial Secretary's Office, 7th January, 1873.

SIR,

I HAVE the honor to forward herewith for your perusal and that of Mr. Grant a letter from Mr. Climie, of Melbourne, in which he advocates a route for the Main Line Railway to the westward of that contemplated by the Company.

The special points in this communication to which I would desire to call your attention are—first, Mr. Climie's statement that he has ascertained that the route he suggests would accommodate a much greater number of the population than a line going by Jerusalem; and, secondly, that such line would be one with better gradients.

As the final selection of the most advantageous line is a matter of such grave importance both to the Company and the Colony, I am sure you will give your best consideration to any practical suggestions that might possibly affect the decision to be arrived at.

I have, &c.,

(Signed) JAMES R. SCOTT.

AUDLEY COOTE, *Esq., Main Line Railway Office,
Macquarie-street.*

Glen House, 8th January, 1873.

SIR,

I BEG to draw your attention to the conditions upon which an Engineering Survey of a route for the Main Line Railroad to pass up the Jordan instead of by way of Jerusalem, by Mr. Climie, which I forwarded to you on Friday last. I should feel greatly obliged for an answer at as early a period as convenient, in order that no longer delay may take place in the prosecution of the work than can be avoided.

I have, &c.,

(Signed) E. HODGSON.

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 9th January, 1873.

SIR,

IN reply to your note of yesterday, I am directed by the Colonial Secretary to inform you that Mr. Climie's communication was at once forwarded to Mr. Audley Coote for his consideration; and that of Mr. Grant, the Company's Engineer, from whom I expect shortly to hear on the subject.

I may add that the Colonial Secretary does not feel justified in holding out any prospect to Mr. Climie that the Government would undertake to guarantee his expenses in connection with the survey referred to in his letter.

I have, &c.,

(Signed) B. TRAVERS SOLLY.

E. HODGSON, *Esq., Glen House.*

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, January 9, 1873.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 7th instant, with a letter from Mr. Climie enclosed, in which he advocates a route for the Main Line Railway to the westward of that contemplated by the Company.

In reply, I have now the honor to inform you I have referred the letter to Mr. Grant, the Company's Engineer, who will at once write to you on the subject.

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. J. R. SCOTT, M.H.A., Colonial Secretary.

*Tasmanian Main Line Railway Company, Limited, Engineers' Office,
Hobart Town, Tasmania, January 8, 1873.*

SIR,

I HAVE received from Mr. Coote your letter to him of the 7th instant, with the enclosure of a letter from Mr. Daniel Climie, of Melbourne, addressed to the Honorable Minister of Railways, Tasmania, and duly note your desire to call attention to Mr. Climie's statement that the route he suggests for the Main Line Railway would accommodate a much greater population than the route *via* Jerusalem; and such line would have better gradients.

There can be no question as to the grave importance, both to the Colony and the Tasmanian Main Line Railway Company, that the most advantageous line should be selected; and I beg to assure you that any reasonable and practical suggestions on this subject will receive my very best consideration.

A portion of Mr. Climie's letter details arrangements, said to be made between the Contractors and himself, in which the Company I represent are in no way interested or concerned,—and the estimated cost of the alternative lines does not require comparison, because only the adopted line was found practicable. The final selection of the line does not rest with the Contractors.

Mr. Climie states that a much better line with respect to gradients, and less cost per mile, could be obtained by keeping on the west side of the Main Road, than if carried *via* Jerusalem; and that it would accommodate a greater population along the course of the line. On this, I beg to remark, that after a most careful examination of all possible routes for the Railway to the west of the Main Road, between Bridgewater and Antill Ponds, I am thoroughly satisfied that no reasonably practical line can be obtained. To take the line along the valley of the River Jordan—as recommended by Mr. Hodgson—would involve the unnecessary lengthening it by at least twenty miles, and probably much more when the line was properly set out; and inasmuch as there is no alternative route at the ends of either of the lines, but all must follow exactly the same ground, and moreover must (near Oatlands) attain precisely the same summit level, it is impossible that the gradient over the whole portion could be much improved; on the other hand, I believe they would be more unfavourable.

The extremely bad character of the gradients on any line near to the Main Road is fatal to the adoption of this more direct course. Under these circumstances there can be no object in discussing whether an increased traffic could be obtained on any other line than that we are forced into by the physical difficulties of the country,—but having been over the whole district adjacent to the Main Road, and noting that the small village of Green Ponds is the only settlement thereon that would be debarred from easy access to the Railway, I cannot but think that Mr. Climie's estimate of the increased traffic from a more westerly course is altogether imaginary.

As the adopted line will serve the township of Richmond, and the districts of the Tea Tree and Coal River, (which is better settled and contains much more valuable land than is met with along the Main Road), I am not sure that the Company will, on the whole, lose any traffic in being forced into this route; the cost of construction will, however, be much greater than we were led to expect.

Although the guarantee for time and expenses demanded by Mr. Climie from the Government might not involve a large expenditure, still, as we already possess all information upon the subject that it is possible to obtain, (from the personal examination of several most experienced engineers, and the matter having been most fully and carefully investigated for the Government by Messrs. Doyne, Major, and Willett, and before them by Messrs. Sprent, Sorell and Davies, and Hogan, whose reports will be found in the Parliamentary papers for 1869, and who all concur in showing that *via* Jerusalem is the only practicable route with such a limitation of curves and gradients as is prescribed by contract), I cannot perceive that any advantage could result from employing Mr. D. Climie to again examine the ground.

In conclusion I would state that, after having given the matter alluded to by Mr. Climie every possible attention, and having been assisted by several most competent and experienced engineers, including his own brother, it is my positive conviction that Mr. Climie must fail in carrying out his proposals, and that if we waited for the result of his trial, the contract time for the completion of the line could not be adhered to.

I have, &c.,

(Signed)

CHARLES H. GRANT, *Engineer.*

Hon. J. R. Scott, Colonial Secretary.

Colonial Secretary's Office, 16th January, 1873.

SIR,

I HAVE the honor, by direction of the Colonial Secretary, to forward to you (herewith) a copy of a communication received from Mr. Grant after perusal of Mr. D. Climie's letter proposing the survey of a line for the Main Line Railway to the westward of the main line of road.

I have, &c.,

(Signed)

B. TRAVERS SOLLY.

E. Hodgson, Esq., Glen House.

Glen House, 18th January, 1873.

SIR,

I BEG to acknowledge the receipt of your letter, enclosing a reply from Mr. Grant, the Railroad Company's Engineer, in answer to a communication from you enclosing one from Mr. Daniel Climie, of Melbourne, addressed to the Minister of Railroads, transmitted through me.

I cannot allow Mr. Grant's statements to pass without drawing your attention to them—containing statements calculated to mislead both as to distance of the Jordan route compared with the Jerusalem route, and of the impracticability of the former; and in confirmation of this statement refers to Messrs. Doyne, Willett and Co's. report, Mr. Sprent's, and Mr. Hogan's. The first of these decidedly states its practicability, even upon a 5 feet 3 inch gauge, with some additional expense. Mr. Sprent's report of his examination of the Jordan route, from Oatlands to Cross Marsh, observes nothing of an impracticable character, and the gradients 1 in 220, distance 26 miles; from thence to Pontville (by the Jordan) 25 miles; and from thence to Hobart Town 16 miles—together 67 miles. Mr. Doyne, in his report, makes the distance from Hobart Town to Antill Ponds 70 miles. Thus, it would appear, the Jordan route is 3 miles shorter. On referring to Hogan's report it will be seen it is more favourable than the others, so that Mr. Grant's authorities in confirmation of his statements are most unfortunate. Next, I would beg to draw attention to Mr. Grant's statement, "that he is not sure the Company on the whole would lose any traffic by being forced into this route." Perhaps such a statement may be excusable from a comparative stranger, who is not well acquainted with the lay of the districts that would be brought into contact with the Jordan route. In referring to the Statistics of 1870, I find the difference of population betwixt the Richmond district, and those which would be shut out from the Jerusalem route, would be betwixt 8000 and 9000; in acreage in cultivation, 11,400; in stock—horses 1430, cattle 12,400, sheep 270,000; in crops—wheat 30,320 bushels, barley 16,605, oats 13,439, besides a large disproportion of other agricultural produce.

These differences upon the lowest calculation would not fall short of £10,000 per annum in traffic return. It therefore becomes a momentous consideration for the Colony whether, for the sake of the small sum of £100, such an opportunity as is now available should be allowed to pass unimproved, thereby placing the Government (by such a survey as Mr. Climie has offered to make) in a position to insist upon the Jordan route being carried out, as by the first clause in the schedule it states "the railroad shall keep as near as may be practicable to existing centres of population;" then follows the power of the Company to alter or vary the route, having reference to the exigencies of construction, or difficulties of route, or prospects of traffic.

Now it can only be ascertained in the way Mr. Climie proposes, and should he succeed (of which he entertains no doubt) it will be not only less costly, but most assuredly secure a much larger traffic; and, in the 2nd clause of the Contract, the Governor has full power to alter and vary the conditions in the said schedule. I trust therefore, upon all these considerations, the Government will at once be prepared to authorise me to communicate to Mr. Climie their willingness to guarantee the small sum he requires to meet weekly wages as the work progresses.

I remain, &c.,

(Signed)

EDM^d. HODGSON.

The Hon. J. R. Scott, Colonial Secretary.

Colonial Secretary's Office, 21st January, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 18th instant, upon the subject of the desirability of testing Mr. Daniel Climie's statements respecting the advantages of a western route for the Main Line Railway.

In addition to Mr. Grant's written remarks on Mr. Climie's letter, he stated at an interview that the time at the disposal of the Contractors was so limited that they could not be directed to wait for Mr. Climie's survey; and that they had withdrawn their former offer to him for the same reason. He also expressed a doubt whether Mr. Climie could, in two months, complete a survey in sufficient detail to prove his statements.

The Government are not prepared to give any guarantee; but if local enterprise is successful in securing the services of Mr. Climie, with the view of having the survey executed, they will communicate the fact to the Agent of the Company, so as to afford every opportunity to secure an impartial consideration of this important question.

I have, &c.,

(Signed) JAMES R. SCOTT.

E. HODGSON, Esq., *Glen House.*

*Tasmanian Railway and Progress Association,
7th February, 1873.*

SIR,

I HAVE the honor to transmit herewith copy of a resolution passed at a meeting of the above Association, and to request that you will be good enough to let me know when it may be convenient for you to receive the deputation referred to.

I have, &c.,

(Signed) JAMES H. B. WALCH, *Hon. Sec.*

The Hon. Colonial Secretary.

(Copy.)

Resolved—That a deputation from the Committee of the Tasmanian Railway and Progress Association be appointed to wait upon the Hon. the Colonial Secretary, to request the Government to accept Mr. D. Climie's offer. The deputation to consist of Messrs. W. Belbin, M.H.A., H. Cook, C. F. Creswell, E. Hodgson, R. J. Lucas, J. E. Risby, J. Sly, and the Hon. Secretary.

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, February 11, 1873.*

SIR,

I READ in the *Mercury* of this morning that a deputation of the Railway and Progress Association waited upon you yesterday, to urge upon your Government the expediency of allowing £110 towards the expenses of Mr. Daniel Climie, if he undertook to survey a route for the Main Line Railway by the River Jordan.

As regards the investment of this small sum of money in the manner proposed I have no right or desire to offer an opinion, but I think it is only fair to you that I should correct some errors in the statements made by members of the deputation.

I do not wish to cast any slur upon the professional opinions and reputation of Messrs. D. Climie and Wylie, but it is really the fact that they are vastly overrated, and something might be said on the other side; while it is certain that their very cursory view of the country was obtained under circumstances of extreme physical difficulty.

Neither of these gentlemen has ever seen the greater portion of the Jordan route, (that advocated by the deputation), or been within many miles of it, but a small portion of the same route—and which is very far from being the most difficult part—was pronounced quite impracticable by Mr. Wylie, who therefore refused to look at any other portion of this line.

Mr. Hogan's name was mentioned as advocating Mr. Hodgson's route, but a reference to his report, on page 55 of the "Report of the Royal Commission on the Main Line Railway," will show that it can only be obtained by most severe gradients, including that of 1 in 36, which is beyond the limit allowed by our Contract, and therefore inadmissible.

Mr. Hodgson's opinion and authority is doubtless worthy of all respect, but its value would seem a little deteriorated by his statement that he has never been in any way connected with railway works, nor even seen a railway or locomotive; and, however highly we class his topographical knowledge, the thought of the infirmity of the human memory will obtrude upon us when hearing that it is about 40 years since he saw that part of the country on which he expresses such a confident opinion.

In a letter to the Hon. the Colonial Secretary, dated the 8th ultimo, I have fully stated the present position of the matter; and have only to add, that the Contractors have commenced operations on the Jerusalem route, and that to stop them now, and wait for several months while Mr. D. Climie was vainly seeking a new route in an entirely different direction, would involve most serious responsibilities in connection with the Contract.

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

FORWARDED to the Honorable Colonial Secretary.

C. M.
30. 4. 73.

Colonial Secretary's Office, 13th February, 1873.

GENTLEMEN,

I HAVE now the honor to communicate the views of the Government upon the subject you did me the honor to bring under consideration at our late interview.

I understand the object of the Tasmanian Railway and Progress Association is to induce the Government to guarantee a sum not exceeding One hundred and ten Pounds for the purpose of defraying the expenses attending the survey of a route for the Main Line of Railway by the valley of the Jordan, to be undertaken by Mr. Daniel Climie, of Melbourne, who asserts that a better line can be got to the westward of the Main Road, as respects gradients and cost per mile, than the one selected by the Company *via* Jerusalem, and that the increased length of the line would in his opinion not exceed "five or six miles, more probably not so much."

The second paragraph of the Contract with the Tasmanian Main Line Railway Company, Limited, provides that, "The Governor may add to, alter, and vary the said conditions mentioned in the said schedule, but so that the conditions so added to, altered, or varied shall not be more onerous upon, or less advantageous to, the Company than the conditions as set forth in the said Schedule;" and the first condition of the Schedule is as follows:—"The route of the said Railway shall keep as near as may be practicable to existing centres of population; but the Company shall have full power to alter or vary the route as their Engineer may advise to be necessary or advantageous, having reference to the exigencies of construction, or difficulties of route, or prospects of traffic."

From the foregoing quotations it is evident that the Government do not possess the power of compelling the Company to carry the line of Railway in any particular direction which to their Engineer may appear disadvantageous "having reference to the exigencies of construction or difficulties of route."

In order, therefore, to ascertain how far the Government would be justified in availing themselves of Mr. D. Climie's offer, I put myself in communication with Mr. C. H. Grant, the Company's Engineer-in-Chief, and he very fully explained the insuperable difficulties connected with the western route, referring me at the same time to his letter of the 8th ultimo, written after perusal of Mr. D. Climie's communication of the 30th December.

Mr. Grant in his letter states, "that after a most careful examination of all possible routes for the Railway to the west of the Main Road between Bridgewater and Antill Ponds, I am thoroughly satisfied that no reasonably practical line can be obtained." He further adds, that "To take the line along the valley of the Jordan, as recommended by Mr. Hodgson, would involve the unnecessary lengthening it by at least twenty miles, and probably more when the line was properly set out."

We have here the views and opinions of the Company's Engineer after "a most careful examination of the country, assisted by several most competent and experienced Engineers," in direct opposition to those of Mr. D. Climie, who certainly has not thus carefully examined the country, for he has not had the opportunity; and the Government cannot, under such circumstances, sanction the expenditure of even the comparatively small sum named, as with the amplest means of arriving at a just conclusion the Company's Engineer, with whom by the terms of the Contract the ultimate decision must rest, has positively pronounced against the route proposed by Mr. D. Climie.

I may mention that Mr. Grant, in a letter to me dated the 11th instant, when referring to Messrs. D. Climie and Wylie states:—"Neither of these gentlemen has ever seen the greater portion of the Jordan route (that adverted to by the deputation), or been within many miles of it, but a small portion of this same route—and which is very far from being the most difficult part—was pronounced quite impracticable by Mr. Wylie, who therefore refused to look at any other portion of this line."

Mr. Hogan also, in his report, page 55 of the "Report of the Royal Commission on the Main Line Railway," Paper No. 55, House of Assembly Journals 1868, speaks of a gradient of 1 in 36; and this is beyond the limit allowed by the Company's Contract, though—had this been the only impediment—means might possibly have been taken to overcome the difficulty.

It would be of no avail to enter upon the question of traffic returns, as the practicability of the line, as finally adjudged by the Company's Engineer, must take precedence of all other considerations.

I have, &c.,

(Signed) CHARLES MEREDITH,
(For the Colonial Secretary, absent.)

HENRY COOK, Esq., and the Gentlemen
forming the deputation.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 16th January, 1873.*

SIR,

THE Contractors for the construction of the Main Line Railway find great difficulty in procuring accommodation for their workmen engaged in the construction of the new Bridgewater bridge, and would feel greatly obliged by permission being given them to make habitable and occupy the cottage or ruin at the south end of and facing the Causeway, and which is not now tenanted.

I need scarcely state that care will be taken of the property during the occupation of the Contractors, and that it will be returned to the Government in an improved state at any time it may be otherwise required.

I have, &c.,

(Signed) CHARLES H. GRANT, Engineer.

The Hon. the Colonial Secretary.

FORWARDED for the consideration of the Hon. the Minister of Lands and Works. I see no objection to the occupation of the building on these terms.

JAMES R. SCOTT.
17. 1. 73.

ON the understanding that possession is given up when required this application can be granted.

CHAS. MEREDITH.
26. 1. 73.

Lands and Works Office, Hobart Town, 21st January, 1873.

SIR,

THE Hon. the Colonial Secretary has referred to me your application for the Contractors Tasmanian Main Line Railway to be allowed to make habitable and occupy the cottage at the south end of and facing the Bridgewater Causeway, in order to provide accommodation for their workmen; and I have the honor to inform you that the permission requested is hereby granted on the terms mentioned in your letter, and on the understanding that possession is given up whenever the building is required.

I have, &c.,

(Signed) CHARLES MEREDITH, Minister of Lands and Works.

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

Colonial Secretary's Office, 23rd January, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 16th instant, requesting permission for the Contractors for the construction of the Main Line Railway to make habitable and occupy the cottage at the south end of and facing the Bridgewater Causeway.

Your communication having been referred to the Honorable the Minister of Lands and Works, I have much pleasure in informing you that upon the condition named by you, namely, that due "care will be taken of the property during the occupation of the Contractors, and that it will be returned to the Government in an improved state at any time it may be otherwise required," the Government approve of the proposed occupation.

I have, &c.,

(Signed) CHARLES MEREDITH,
For Colonial Secretary, absent.

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

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 24th January, 1873.*

SIR,

I HAVE the honor to acknowledge the receipt of letters dated the 21st and 23rd instant, signed by the Hon. the Minister of Lands and Works, and beg to express the obligation of the Railway Company and of the Contractors for the permission granted to the latter to occupy the cottage at the south end of the Bridgewater Causeway.

I have, &c.,

(Signed) CHARLES H. GRANT, Engineer.

The Hon. the Colonial Secretary.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 24th January, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of the 21st instant, in which permission is given that the Contractors to the Main Line Railway Company, Limited, should make habitable and occupy the empty cottage at the south end of the Bridgewater Causeway, on the understanding that possession be given up when the building is required.

On the part of the Railway Company and of the Contractors I beg to thank you for this privilege.

I have, &c.,

(Signed) CHARLES H. GRANT, Engineer.

The Hon. the Minister of Lands and Works.

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 16th January, 1873.*

SIR,

I HAVE the honor to inform you that the Contractors for the Main Line Railway are now ready to commence the Railway works at Bridgewater, at which place it will be necessary to obtain the material for the embankment at the south end of the Causeway from the bank alongside the Main Road, where the ground is waste land of the Crown, which the Railway Company are entitled to use under the fifth clause of the "Main Line Railway Act," and to convey it in a temporary tramway over the road.

There would appear to be no convenient site for a Station to accommodate the traffic coming from New Norfolk and along the River Derwent above Bridgewater, except a small portion of flat ground lying in the bend between the road and the river on leaving the south end of the Causeway. It will therefore be necessary to place the station-yard and buildings in this position, which can be done without in any degree affecting the convenient use of the Main Road.

In order to give the Company proper possession of this ground, I shall be obliged by your giving us the permission of the Government to occupy it for Railway purposes, subject to the restriction that we should not materially affect the Main Road.

If the Government think it necessary that the Company should apply for a lease of this ground under the third clause of the "Main Line Railway Act," I shall be happy to furnish the preliminary information to enable it to be granted.

I have, &c.,

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

The Hon. the Colonial Secretary.

No objection to the occupation of the site in question, but it must be given up when required. The spot where the new quarry is to be opened should be known exactly by Mr. Cheverton.

C.M.
22. 1. 73.

MEMORANDUM FOR THE MINISTER OF LANDS AND WORKS.

I SEE no objection to grant permission to the Main Line Railway Company to open a new quarry for material on Crown land as requested, and to make a temporary crossing over the main line of road, subject to Sections 9, 10, and 11 of 33rd Victoria, No. 1.

But with reference to the ground for a station I have, at an interview with Mr. Grant yesterday, requested him to define the exact limits of the piece of land applied for, after which the site would be inspected, and the Government would consider the matter and decide.

I do not think the station site is affected by the 3rd clause of the "Main Line Railway Act," being portion of a highway.

JAMES R. SCOTT.

Colonial Secretary's Office, 17th January, 1873.

MEMO.

MATERIALS can be obtained for forcing embankment at the south end of the Bridgewater Causeway from the bank alongside the road (Crown land).

In procuring these materials, and to prevent an unsightly appearance, the excavations should be taken parallel to the Main Road or to the necessary curve, and the bank should be sloped, say 1 to 1, as at present for the safety of the cattle.

As to site for Station buildings the piece of ground between the road and the river appears too narrow, and would either require forcing or a diversion in the road.

I would beg to suggest that before any action is taken a tracing be forwarded showing the exact site proposed.

(Signed) W. H. CHEVERTON, *Overseer of Works.*
23. 1. 73.

Lands and Works Office, Hobart Town, 23rd January, 1873.

SIR,

THE Hon. the Colonial Secretary has forwarded to me your application of the 16th instant, and I have the honor to inform you that permission is hereby granted for the Tasmanian Main Line Railway Company to obtain materials for the embankment at the south end of the Bridgewater Causeway from the bank alongside the Main Road, where the ground is waste land of the Crown, and to convey the same on a temporary tramway over the road, subject to sections 9, 10, and 11 of 33 Vict. No. 1.

It is however required that in procuring these materials, and to prevent an unsightly appearance, the excavations should be made parallel to the Main Road or to the necessary curve, and the bank should be sloped, say 1 to 1, as at present.

Before any action can be taken in reference to land for station buildings, I beg to request that a tracing be forwarded showing the exact site proposed and defining the limits thereof.

I have, &c.,

(Signed) CHARLES MEREDITH, *Minister of Lands and Works.*

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

Tasmanian Main Line Railway Company.

TASMANIAN MAIN LINE RAILWAY

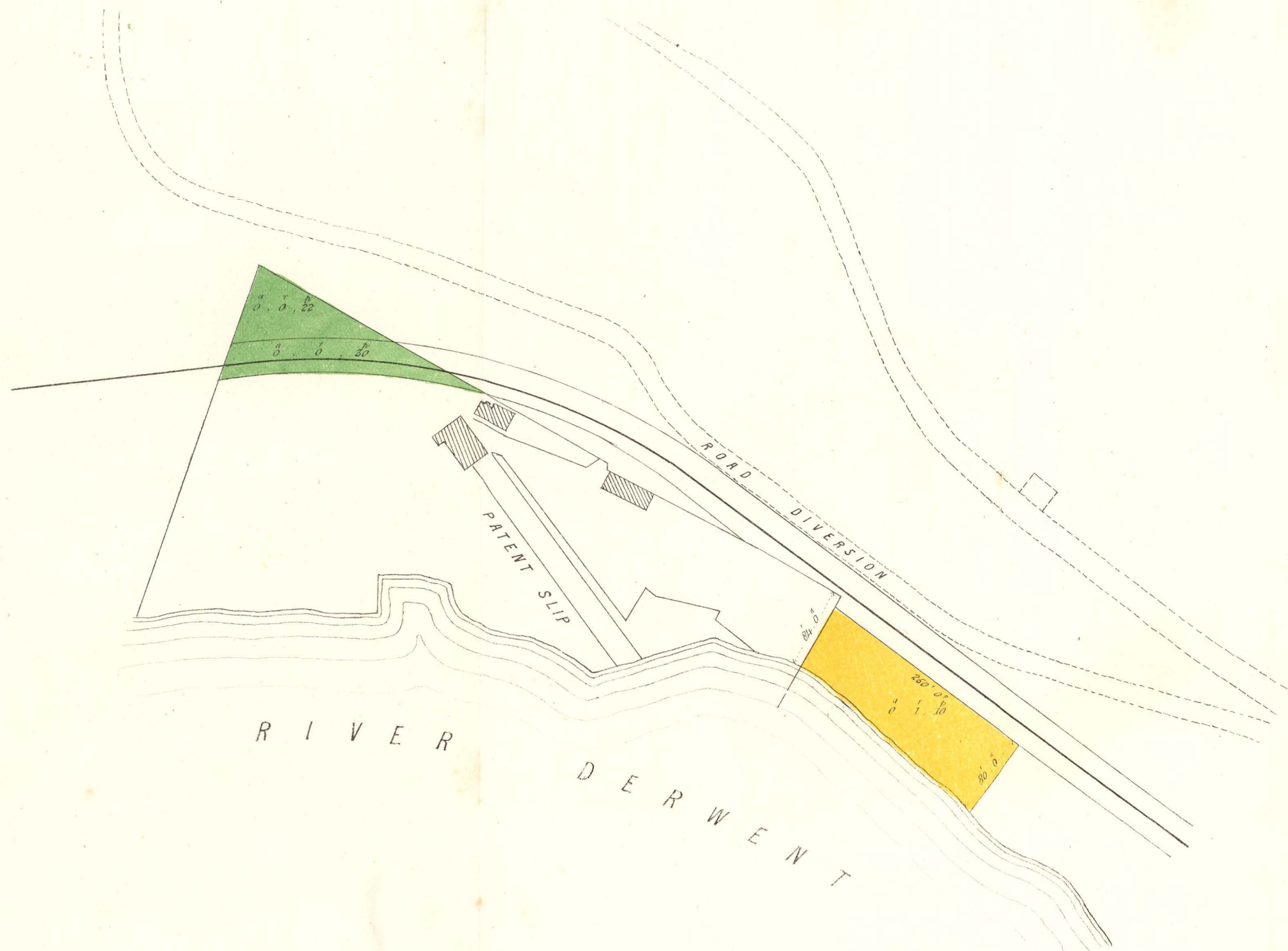
PLAN

OF LAND REQUIRED TO BE TAKEN FROM

MR ALEX^R M^C GREGOR

BEING PART OF HIS SHIPYARD

Scale - Two chains to an inch



*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, January 24, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of the 23rd instant, in which permission is given for the Tasmanian Main Line Railway Company to obtain material for the embankment at the south end of the Bridgewater Causeway from the bank alongside the Main Road, where the ground is waste land of the Crown, and to convey the same across the road—subject to sections 9, 10, and 11 of 33 Victoria, No. 1; for which permission I am very much obliged.

I duly note your requirement, that before any land is taken in this locality for station buildings a tracing should be sent you showing the exact site proposed for such station and the limits thereof, and will take care that this shall be done.

I have, &c.,

(Signed)

CHARLES H. GRANT, *Engineer.*

The Hon. Minister of Lands and Works.

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, January 29, 1873.*

SIR,

I HAVE the honor to enclose a tracing of the Main Line Railway where it passes through the shipyard of Mr. Alexander M'Gregor in the Queen's Domain. By this tracing you will notice that the shipyard is very seriously injured by the abstraction of a large part of its area for the railway; and also that on removing the fence round the triangular part (colored green) of the part of the shipyard that the railway cuts off from the rest of the property, this part can be restored to the Domain and again become public property. Mr. M'Gregor complains that the damage to his valuable property can only be properly compensated for by allowing him an extra piece of ground taken from out of the Domain adjoining the other end of his shipyard, and has staked out a portion of ground there which he considers to be a proper equivalent. This land is coloured yellow on the tracing.

By an inspection of the ground you will observe that the piece desired by Mr. M'Gregor is of very little (if any) use to the public, being a very steep and narrow piece bounded by the sea, the railway, and the shipyard, on its three sides, and is therefore incapable of being utilised for any useful or ornamental purpose.

Under these circumstances I have to request that the Government would concede to Mr. M'Gregor the use of the portion of land in question, on the same terms on which he holds his present lease, on the condition that he waives any claim against the Government to compensation on account of the damages done by the railway to his present holding.

The quantity of land required for this purpose may be included in the 25 acres that the last Main Line of Railway Act allows to the Company, and the area colored green can be restored to the Domain.

I have, &c.,

(Signed)

CHARLES H. GRANT, *Engineer.*

The Hon. Colonial Secretary.

SIR,

Colonial Secretary's Office, 14th February, 1873.

I HAVE the honor to acknowledge the receipt of your letter of the 29th ultimo, enclosing a tracing of the Main Line Railway where it passes through Mr. M'Gregor's shipyard, and suggesting that a certain defined area of the Domain should be leased to that gentleman in compensation for the portion of which he has been deprived.

In reply, I have the honor to point out that any claim for compensation on the part of Mr. M'Gregor is one that affects the Company, not the Government; independently of which the Executive Government have no power to lease to Mr. M'Gregor any portion of the Queen's Domain not included within the boundaries of his present holding.

I may also add, that Section 3 of "The Main Line of Railway Act," which sets forth the objects for and on account of which the Governor in Council may, under the provisions of the 2nd Section of "The Main Line of Railway Amendment Act, No. 2," grant a lease of not more than twenty-five acres of the Queen's Domain to the Company, does not contemplate any such use of the land as that to which it would be devoted by its inclusion in the area leased to Mr. M'Gregor.

I have, &c.,

(Signed)

CHARLES MEREDITH,

(For the Colonial Secretary, absent.)

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

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, February 27, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of the 14th instant, respecting the allowance of a small portion of the Queen's Domain to Mr. M'Gregor in compensation for a larger portion of which he has been deprived, owing to its being taken by the Main Line Railway Company, and part surrendered to the public.

While fully acknowledging that—as between the Company and Mr. M'Gregor—the matter is one simply of compensation, I cannot but think that Mr. M'Gregor has the strongest possible claim to consideration on the part of the Government, owing to his now being deprived (through their action) of the ground they secured to him for a long term of years, and for a specific purpose; which he asserts is nearly nullified by the Railway appropriation.

It is also worthy of consideration that what is now desired is not a new purchase, or lease, but a small exchange of land of the same owner on behalf of a tenant who has been dispossessed and injured—virtually by his landlord—and who carries on a public undertaking of the very highest importance to this Colony.

These grounds appear to me sufficient to justify a reconsideration of the case, both in its legal and equitable aspects, and this I now have the honor to most respectfully request.

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

SIR,

Colonial Secretary's Office, 24th March, 1873.

I HAVE the honor to acknowledge the receipt of your letter of the 27th ultimo, addressed to the Minister of Lands and Works, to which my absence from town has prevented me replying at an earlier date.

You request a reconsideration by the Government upon the decision which has been arrived at respecting the allowance to Mr. M'Gregor of a portion of the Queen's Domain, in compensation for the deprivation by the Main Line Railway Company of a part of the area leased to him as a shipyard.

Having carefully considered the arguments adduced by you, I am unable to see any grounds which would justify the Government in viewing Mr. M'Gregor's case as exceptional.

Mr. M'Gregor's leased land is entered upon by the Railway Company by virtue of the powers conferred upon the Company by the Act of the Legislature, which Act provides "that in the exercise of the above-mentioned powers such person or Company shall do as little damage as can be, and shall make full compensation in manner hereinafter and in any Act incorporated herewith provided, to all parties interested, for all damage by them sustained by reason of the exercise of such powers."

Under these circumstances the question of compensation to Mr. M'Gregor is one which must remain for adjustment between the Company and that gentleman.

I have, &c.,
C. H. GRANT, *Esq., Engineer Tasmanian* (Signed) JAMES R. SCOTT.
Main Line Railway Company.

SIR,

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 30th January, 1873.*

THE Contractors for the Main Line Railway find that adjoining their head quarters at Ross are some Government buildings which were used some eight years since as a Reformatory, but are now fast decaying for want of attention. These buildings are all within an enclosed yard, and the Contractors would like to have the use of them, on the condition that they put them into tenantable repair, (which would involve fresh roofing nearly the whole), and give them up at any time when they are required by the Government.

There would be no necessity to disturb the present occupant of a cottage there—named John Nickolson—since the buildings desired are all empty, and separated from those he occupies.

The concession of this request, and permission to take immediate possession, would much oblige, as the Contractors are anxious to immediately start the work in this locality.

I have, &c.,
The Hon. the Colonial Secretary. (Signed) CHARLES H. GRANT, *Engineer.*

Lands and Works Office, Hobart Town, 4th February, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 30th ultimo—referred to me by the Hon. the Colonial Secretary on the 3rd instant—requesting, for the Contractors Main Line Railway Company, to be allowed the use of the Government Buildings at Ross, known as the Old Reformatory or Convict Station.

In reply, I beg to inform you that your request is acceded to with reference to that portion of the premises marked "A" on tracing herewith,—on the conditions that the Contractors put up fencing, make buildings tenantable, and render them up whenever they are required by the Government; and permission is hereby granted to take immediate possession thereof.

The part marked "B" is required by the Government for Road Station.

I have, &c.,

(Signed) CHARLES MEREDITH, *Minister of Lands and Works.*

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

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 8th February, 1873.*

SIR,

I HAVE the honor to acknowledge receipt of letter, dated the 4th instant, from the Hon. the Minister of Lands and Works, in which permission is kindly given for the Contractors to the Main Line Railway Company to occupy that portion of the Government Buildings at Ross known as the Old Reformatory, and marked "A" on the tracing enclosed with the letter.

On the part of the Company, and at the desire of the Contractors, I have to express their obligation for this favour, and to state that the fencing shall be put up, and the other terms named in your letter will be adhered to.

I have, &c.,

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

The Hon. the Colonial Secretary.

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, March 14, 1873.*

SIR,

Now that constructive works have been commenced over a large portion of the Main Line Railway, the Company and Contractors find great inconvenience in having such a very imperfect means of communication with their Engineers and Agents along the line as an occasional post affords, and are therefore anxious to have, as quickly as possible, an Electric Telegraph alongside the route of the Railway.

The Contract between the Government and the Railway Company gives either party a right to put up a line of Electric Telegraph over the Railway, and specifies that if made by the Railway Company they are to have the right to use it for their own profit, *i.e.*, to compete with the Government in sending messages for the public; but if erected by the Government a reasonable compensation is to be paid to the Company, and the Company may—subject to the prior use for Government purposes—use the telegraph on terms to be agreed upon, or in case of difference to be arbitrated.

It would appear exceedingly undesirable, on public grounds, that the Government and Company should under any circumstances be placed in opposition, and all experience has proved that Electric Telegraphs should be owned by, and be under the control of, the State; and therefore the Company hesitate to erect a line of Telegraph along the Railway without first giving the Government the option to make one that is allowed by the Contract, and the assurance that they are quite willing to forego their rights in the matter, and to use the Government Telegraph on fairly reciprocal terms, to be mutually arranged or arbitrated.

It would not at present be necessary for the Government in constructing this line of Telegraph to put in new posts further than from their present station at Brighton to Oatlands, round by Richmond and Jerusalem, both of which—and also the neighbouring districts of Sorell, Eastern Marshes, and York Plains—would be greatly benefited by the establishment of telegraphic communication.

Should the Government be inclined to entertain this matter, I should be happy to discuss it with them, and may be of some assistance in explaining what is usual in such cases, from having on many occasions of a similar nature, and in different parts of the world, acted as the negotiator, either as representing telegraph companies, or on the part of the railway authorities.

There can be no question whatever but that the Government will eventually establish their line of Telegraph along the Railway, as superseding that along the Main Road, because of the very large economy that results, and the facilities that are secured in the maintenance of the line; and therefore the erection of the line herein referred to, by the Government, is in any case only a matter of time.

I have, &c.,
 (Signed) CHARLES H. GRANT, *Engineer.*
 The Hon. the Colonial Secretary.

SIR,

Colonial Secretary's Office, 31st March, 1873.

I HAVE the honor to acknowledge the receipt of your letter of the 14th instant, upon the subject of the construction of a line of Electric Telegraph along the route of the Main Line Railway, and offering to discuss the matter with the Government.

In reply, I have to inform you that the Government are not prepared, at present, to undertake the construction of such a line; but, at the same time, I desire to thank you for the expression of your willingness to aid the Government in discussing the subject, and affording them the benefit of your experience.

I have, &c.,
 (Signed) JAMES R. SCOTE.
 C. H. GRANT, *Esq., Engineer-in-Chief,*
Main Line Railway Company.

Tasmanian Main Line Railway Company, Limited,
Hobart Town, 8th April, 1873.

SIR,

I HAVE the honor to acknowledge your letter of the 31st ultimo, in which you inform me that the Government are not prepared at present to undertake the construction of an Electric Telegraph along the route of the Main Line Railway *viâ* Jerusalem.

Since writing you on the 14th ultimo on this subject I have been along the line, and enquired as to the facility for obtaining a supply of telegraph poles locally, and find that it would be most costly to procure them before the rails are laid down, on account of the great distance they must be transported.

Such being the case, I will not further press the matter just now; but as I am convinced that it would be to the interest of the Government to construct this Telegraph, and thus keep the telegraphic system of the country under their own control, I will take the liberty of addressing you further thereon at a future time.

I have, &c.,
 (Signed) CHARLES H. GRANT, *Engineer.*
 The Hon. Colonial Secretary.

MAIN LINE RAILWAY.—(Interview with Grant, 29th October, 1872.)

UPPER part of ground, reserve of 20 feet, to be planted with ornamental trees around the roadway.

Liverpool-street to be the Station front.

No mere utilitarian building, such as goods shed, &c. to be built within 80 feet of Liverpool-street.

Trees along Park-street to be preserved.

Passenger Station to be an ornamental edifice.

THE above Memorandum was taken down by me in the presence of Mr. C. H. Grant (Engineer of the Main Line Railway Company) and the other members of Mr. Wilson's Government on the day it bears date. It contains a note of certain conditions assented to by Mr. Grant as to the mode of dealing with the portion of the Domain proposed to be used for a Station, viz., the Lower Cricket Ground. These conditions were intended to have been subsequently incorporated in a letter to be written by Mr. Grant, but the then Government ceased to hold office in a few days after the interview, and I do not know whether the letter was ever written. As to ornamental trees in the route through the Domain, Mr. Grant stated they would be taken up with great care and planted elsewhere.

As to the last, *vide Mercury* of this day's date.

W. R. GIBLIN.
 28 March, 1873.

Colonial Secretary's Office, 31st March, 1873.

SIR,

THE Government having been informed that at an interview with the members of the late Administration you assented, on the part of the Main Line Railway Company, to certain conditions with reference to the occupation of the Lower Cricket Ground by the Company for Station purposes, and that you undertook to embody these conditions in a letter to the Government, I have the honor to call your attention to the fact that up to the present time the Government have not had the pleasure of receiving the promised communication, and I shall feel obliged by your furnishing me with such a letter at your early convenience.

The conditions referred to are—

- 1st. That a reserve of 20 feet in width at the upper part of the Cricket Ground is to be planted with ornamental trees round the roadway.
- 2nd. That Liverpool-street is to be the Station front.
- 3rd. That no mere utilitarian building, such as goods sheds, &c. shall be built within 80 feet of Liverpool-street.
- 4th. That the trees along Park-street shall be preserved.
- 5th. That the Passenger Station shall be an ornamental edifice; and
- 6th. That the ornamental trees in the route through the Domain should be taken up with great care and planted elsewhere.

I have, &c.,

(Signed) JAMES R. SCOTT.

C. H. GRANT, *Esq., Engineer-in-Chief,*
Main Line Railway Company.

Colonial Secretary's Office, 21st April, 1873.

SIR,

I HAVE the honor to request that you will be good enough to furnish me, if in your power, with a tracing or map of route of Main Line, presuming it is now definitely fixed.

I have, &c.,

(Signed) JAMES R. SCOTT.

C. H. GRANT, *Esq., Engineer-in-Chief,*
Main Line Railway Company.

Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 22nd April, 1873.

SIR,

IN reply to your letter of this date requesting to be supplied with a tracing or map of route of the Main Line Railway, presuming it is now definitely fixed, I have the honor to inform you that I cannot yet give you the exact line, because some long intermediate portions have not yet been fully decided upon.

At present I have no plans whatever of the line beyond the mere alignment, which, although sufficient to work by, gives no topography or information that could be of general use. Such plans will, however, be made as soon as we can spare time to devote to them; but meanwhile, as I have already informed the Government, if they would favour me with the loan of one of their lithographed plans I would at once have the lines laid down on it as accurately as possible. For all purposes of general reference such plan would be the most convenient you could use.

I have, &c.,

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

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 8th May, 1873.

SIR,

IN accordance with the request contained in your letter of the 22nd ultimo, I have the honor to forward a lithographed plan for the purpose of having the Main Line Railway laid down thereon.

I have, &c.,

(Signed) JAMES R. SCOTT.

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

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 9th May, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of this date, accompanying which was a lithographed plan of the land on the route of the Main Line Railway.

I duly note your desire that I should show the course of the Railway on this Plan, and will do so immediately that I receive from the Surveyor some necessary information as to the Jerusalem District.

The Hon. the Colonial Secretary.

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

MEMORANDUM.

IN the absence of the Honorable the Minister of Lands and Works, the Colonial Secretary requests that Mr. Cheverton will report upon the condition and sufficiency of the Culverts on the Main Line of Railway where it passes through the Queen's Domain.

JAMES R. SCOTT,
Colonial Secretary's Office, 5th April, 1873.

Lands and Works Office, 15th April, 1873.

SIR,

In accordance with the enclosed instructions I inspected the Culverts along the Main Line of Railway in the Queen's Domain, and beg to report thereon as under.

<i>Locality.</i>	<i>Description.</i>	<i>Remarks.</i>
No. 1 CULVERT in embankment opposite Battery.	Built with iron-stone rubble masonry and stone covers. Size 1 ft. 6 in. wide, and 1 ft. 3 in. high.	This culvert may take all flood waters if kept clear. It would have been better 2 ft. 6 in. in height, so as to have allowed for clearing it out when choked.
No. 2 CULVERT, opposite Regatta Stand.	Built with iron-stone rubble without mortar—a course of stone on each side laid on the grass turf, covered with stone. Size, about 12 in. × 12 in.	The flood waters will undermine this culvert, and cause it to shake in.
No. 3 CULVERT, opposite gate leading to Ship-yard.	Built with iron-stone rubble without mortar—a course of stone laid on the grass turf for each side wall, top covered with stone. Size, 15 in. × 12 in.	This culvert is not large enough to receive the flood waters, and in the absence of any stone bottom would in time get undermined and fall in.
No. 4 CULVERT, near cottage occupied by Governor's ploughman.	Built with iron-stone masonry in mortar and covered with flagging 4 in. to 5 in. in thickness. Size, 2 ft. 6 in. × 2 ft.	This culvert would require to be twice this size to receive all the flood waters, as the whole of the drains far above the Magazine run to this spot. The covers used are too thin, should be 6½ in. to 7 in. in thickness.
No. 5 CULVERT, near division fence where oaks are planted.	Built with iron-stone masonry and covered with freestone flagging. Size, 2 ft. 6 in. × 2 ft.	This culvert for size will answer; masonry at lower end should have been taken deeper; stone covers used are too thin, should have been not less than 6½ in. to 7 in.
No. 6 CULVERT, facing N.E. end of Government House.	Walls and bottom built with iron-stone and mortar, top not yet on. Size, 2 ft. 6 in. × 2 ft.	This culvert for size will answer; masonry at lower end should have been taken deeper.
No. 7 CULVERT, about half-way between Society Gardens and gate leading to Cornelian Bay.	Walls of this culvert are built in iron-stone rubble masonry. Size, 2 ft. 6 in. × 2 ft.	This culvert will answer as to size, but the lower end should have been taken deeper, and the stone covers are too thin, and should have been not less than 6½ in. to 7 in. in thickness.
No. 8 CULVERT, between No. 7 and gate leading to Cornelian Bay.	This culvert is partly finished, and has been built in dry rubble walling. Size, 2 ft. × 1 ft. 8 in.	This culvert if not taken out must fall in. Is not at all suitable.

With respect to the Culverts now in progress and those completed through the Domain, I consider that they are not the class required for the Railway work. Those constructed on the 1st section of the new Huon Road are nothing more than is necessary for square culverts, and have stood well for nearly eight years. These have been built of cube stone of suitable dimensions.

I find from my experience in putting in new culverts on the main line of road that too much care cannot be taken in obtaining suitable bottoms to prevent the water undermining same.

The walling in all cases should be rough cube stones, and caution taken to sink the lower ends to a sufficient depth.

The Hon. the Minister of Lands and Works.

W. H. CHEVERTON, *Overseer of Works.*

Colonial Secretary's Office, 21st April, 1873.

SIR,

BEARING in mind the provisions contained in the Schedule to the contract between the Government and the Tasmanian Main Line Railway as respects the "manner" in which all the works are to be constructed, I caused the Overseer of Works to examine the Culverts along the line of Railway in the Queen's Domain, and I now forward for your information copy of his Report.

This Officer is well qualified to form an opinion of the Culverts required to ensure a safe discharge of the flood-waters from his long residence in the vicinity and his practical experience; I have, therefore, no hesitation in requesting your attention to the statements contained in his Report, as the interests of the Company are so materially affected by the sufficiency or otherwise of the works on the Line.

I have, &c.,

(Signed) JAMES R. SCOTT.

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

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 24th April, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of the 21st instant, informing me that you had caused the Overseer of Works for the Government to examine the Culverts along the Main Line of Railway in the Queen's Domain, and enclosing for my information a copy of his Report.

I have carefully perused his observations and must remark, that as the work can only be considered just commenced, he laboured under the disadvantage of not having the slightest notion of what I intended to do in the matters referred to, and hence has confounded merely temporary works with those of a permanent character.

It would be extremely inconvenient for both parties that I should discuss the dimensions and construction of Culverts and each little Engineering detail with the Government, but I can give you the most unqualified assurance that the full particulars in the Schedule to the Contract will be strictly adhered to, and that the works will be of a substantial character.

I have, &c.,

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

Hon. J. R. SCOTT, Colonial Secretary.

Colonial Secretary's Office, 18th April, 1873.

SIR,

I BEG to call your attention to portions of the Schedule to the Contract between the Government of Tasmania and the Tasmanian Main Line Railway Company providing for the gauge, the construction of bridges, weight of rails, the sleepers, ballast, curves, and buildings, and that "The said Railway, together with all Stations, Rolling Stock, and all other works connected with such Railway, shall be constructed of the best material and in a thoroughly substantial manner."

It is absolutely necessary, in order that the Government may be assured that these conditions are complied with, that efficient Engineering inspection should be established and periodical reports obtained.

May I enquire if you have any Officer attached to your Department whose services can be made available for the purpose?

I have, &c.,

(Signed) JAMES R. SCOTT.

The Hon. Minister of Lands and Works.

MEMORANDUM.

REFERRING to the necessity urged upon the Government to appoint a competent person to supervise and examine the works in course of progress on the Main Line Railway, I find that there is in the person of Mr. Frith, an officer of this Department, a fit and competent Engineer, who under your instructions to me shall furnish a Report once a month to me, with the view of transmission to you as the head of the Department, with whom all matters connected with the Main Line Railway rest officially.

I forward for your information and that of the Premier attested copies of Mr. Frith's capabilities, which I beg may be returned to this office.

The amount of compensation I recommend Mr. Frith to receive is at the same rate and on the same scale as that paid to our Surveyors, two pounds two shillings (£2 2s.) per day, *to meet every charge*, and not to exceed one hundred and fifty days in one year.

Mr. Frith shall wait on you to receive your instructions as to the *form* of the reports you desire to be furnished with by him from this office.

CHARLES MEREDITH,
Office of Lands and Works, 18th April, 1873.

The Hon. Colonial Secretary.

Longford, 24th January, 1865.

SIR,
DURING the period you officiated as Clerk of the Works at the bridge across the South Esk, near Longford, I had reason to feel extremely satisfied with the care and vigilance you displayed, and I have pleasure in bearing testimony to your ability and fitness.

(Signed) H. B. NICHOLLS.

MR. J. R. FRITH.

HAVING compared this with the original I certify that it is a true copy.

(Signed) CHARLES MEREDITH.
18. 4. 73.

Launceston, February 1st, 1864.

Mr. John Frith has acted as Foreman for us for a period of seventeen months during the construction of a large iron bridge which we have erected here over the South Esk River.

He has superintended for us the construction of the abutments and road approaches, the laying of the platform, the erection of the toll-house, and likewise the construction of the timber scaffolding in the floating dock on which the iron work was put together. This last was a work of considerable importance, the span of the iron arch being 190 feet (one hundred and ninety feet), and his suggestions and practical knowledge of carpentry were of great value to us in this portion of the work.

Mr. Frith acted moreover as Pay Clerk during the construction of the bridge, and we gladly bear testimony to his uprightness of character as well as to his ability as a Foreman.

We can confidently recommend him in a similar capacity.

(Signed) DOYNE & LA TOUCHE, *Civil Engineers,*
(*Per E. D. La Touche.*)

HAVING compared this with the original I certify that it is a true copy.

(Signed) CHARLES MEREDITH.
18. 4. 73.

Bank Chambers, Essex-street, Manchester, 3rd May, 1853.

DEAR SIR,

REFERRING to your intended application for the Surveyorship of the city of Gloucester, I have much pleasure in bearing testimony to your ability for such an office; the great experience you have had during the five years that I have known you, together with the satisfactory manner in which you conducted the heavy works intrusted to you, render you more than competent to undertake the situation in question: should you be appointed I have no doubt you will do credit to yourself and employers.

Yours truly,

(Signed) JAMES BRANLEES, *M. Inst. C. Engineers.*

JOHN R. FRITH, *Esq.*

HAVING compared this with the original I certify that it is a true copy.

(Signed) CHARLES MEREDITH.
18. 4. 73.

Birkenhead, April 11th, 1848.

SIR,

I HAVE much pleasure in stating that on the recommendation of Mr. Arthur Holme you were engaged by the Birkenhead Dock Company to superintend the construction of their warehouses, the formation of railroads round them and through their other properties, and that for eighteen months you have had the personal charge of the works of the Company. During that time the Directors have had every reason to be satisfied with your conduct, ability, and judgment; and that, in checking the measurement of others, you have been instrumental in saving considerable sums to your employers.

Trusting that you will procure a situation where your professional abilities will have more scope than under present circumstances they can have at Birkenhead,

I remain,

Yours truly,
(Signed)

MACGREGOR LAIRD.

J. R. FRITH, *Esq., Birkenhead.*

HAVING compared this with the original I certify that it is a true copy.

(Signed) CHARLES MEREDITH.
18. 4. 73.

South Wales Railway, Swansea, May 2nd, 1853.

GENTLEMEN.

Mr. J. R. Frith having informed me that he is a candidate for the office of Surveyor to the Local Board of the city of Gloucester, I beg to recommend him to your notice as a person well qualified for the duties of such situation. From the extensive and various works in which he has been engaged for a very considerable period he would bring a practical knowledge of the value and quality of work, which would be highly serviceable in carrying out the duties necessarily devolving upon the office for which he applies.

Should the Local Board appoint him I have no doubt they would find him an intelligent and active officer, and one competent in every respect to carry out the instructions of the Board and the duties of the office.

I am, Gentlemen,

Your obedient Servant,

(Signed) S. JONES.

To the Local Board of Health, Gloucester.

HAVING compared this with the original I certify that it is a true copy.

(Signed) CHARLES MEREDITH.
18. 4. 73.

St. Helens, Lancashire, 2nd May, 1853.

DEAR SIR,

At your request I have much pleasure in having the opportunity of adding my testimonial to your qualification as an Engineer. I have known you for a number of years, and seen you engaged on Railway works both in Lancashire and Yorkshire and South Wales, also in superintending at the Birkenhead Docks. I consider you perfectly qualified to take the management of any such works as Engineer under the Sewerage Act or in fact any Engineering works.

I remain,

Yours truly,

(Signed) WM. THOMPSON.

JOHN R. FRITH, Esq.

HAVING compared this with the original I certify that it is a true copy.

(Signed) CHARLES MEREDITH.
18. 4. 73.

FORWARDED to the Hon. the Treasurer. I have perused Mr. Frith's testimonials and have every reason to believe him well qualified for the duties. If the Hon. the Treasurer concurs, I will notify to Mr. Grant that Mr. Frith has been appointed to inspect the material and construction of the Railway works on behalf of the Tasmanian Government.

(Signed) JAMES R. SCOTT.
19. 4. 73.

I concur.

F. M. INNES.
21. 4. 73.

The employment of Mr. Frith, as above, approved.

JAMES R. SCOTT.
25 April, 1873.

Colonial Secretary's Office, 30th April, 1873.

SIR,

I HAVE the honor to intimate to you that the Government have appointed Mr. J. R. Frith, an officer attached to the Lands and Works Department and a competent Engineer, to inspect the material and construction of the Railway on behalf of the Colony, and to see that the conditions of the Contract are properly fulfilled.

C. H. GRANT, Esq., *Engineer-in-Chief,*
Main Line Railway Company.

I have, &c.,

(Signed) JAMES R. SCOTT.

Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 2nd May, 1873.

SIR,

I HAVE the honor to acknowledge your letter of the 30th ultimo, in which you inform me that the Government have appointed Mr. J. R. Frith, of the Public Works Department, to inspect the material and construction of the Main Line Railway works on behalf of the Colony, and to see that the conditions of the Contract are properly fulfilled.

As the Railway Company are very much the most interested parties in the due execution of the Contract I feel obliged for any assistance tending to secure that result, and shall be happy to give Mr. Frith any assistance he may require.

I have, &c.

The Hon. the Colonial Secretary.

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

Colonial Secretary's Office, 5th May, 1873.

SIR,

I HAVE the honor to forward for your information the enclosed Report of Mr. J. R. Frith on the nature and construction of the works in progress on the Main Line Railway.

I have, &c.,

(Signed) JAMES R. SCOTT.

C. H. GRANT, *Esq., Engineer-in-Chief,
Main Line Railway Company.*

(Copy.)

Launceston, 26th April, 1873.

SIR,

MAIN LINE RAILWAY.

I HAVE to report for your information that I proceeded to make a survey of the works on this Work on Saturday, the 19th instant, and following days.

Commencing at the Hobart Town end, I found,—

1st. A culvert under a deep embankment built of dry rubble bluestone, 18 in. \times 15 in. Looking up from the lower end the height does not seem so much as at the outlet end. On going to the upper side of the bank I could not find any entrance,—the culvert not going through the bank. I consider the masonry very inferior, and altogether not such a piece of work as it should have been under such a heavy embankment.

No. 2 Culvert (opposite the Regatta Stand).—This culvert is built of dry rubble bluestone, 10 in. \times 12 in., built on the grass, no paved bottom, and altogether such a piece of work that should not be allowed to remain. The capacity is not sufficient for the carrying off the storm waters.

No. 3 Culvert (back of the ship-yards).—The remarks on the last culvert apply in every respect to this one. Size, 16 in. \times 12 in.

At this place the public carriage road has been diverted, but no provision made to carry the water from the inner table drain. A small culvert is required.

No. 4 Culvert (inside the grounds of the Government House).—Built of bluestone in mortar, 2 ft. 0 in. \times 2 ft. 6 in., paved, and covered with freestone flags apparently 4 in. thick. These covers should have been at least 6 in. thick.

I examined the watershed and drainage to this place, and from the large extent of gathering ground, the state of the different water-ways and culverts, I am of opinion this culvert should have been twice the capacity it now is.

No. 5 Culvert.—Built rubble bluestone in mortar, 2 ft. 0 in. \times 2 ft. 6 in., bottom paved, but not yet covered. The covering flags, freestone, are on the ground from 4 to 5 in. thick, most of them only 3 ft. long, allowing but 6 in. bed on the side walls. This is not sufficient; the weight of the embankment and traffic passing over throws the whole pressure on the front part of the wall and none on the back; the covering flags are not sufficiently thick for the work they have to do. This culvert is large enough.

No. 6 Culvert I was informed by Mr. Grant, the Engineer, is only a temporary one for the Contractors' use.

Level Crossing:—At this crossing are two pits dug out, and masonry being put in for a cattle guard.

I do not know if this description of crossing should be allowed; there is no reference in the Schedule to them. I have been unable to get the Parliamentary Papers of the last Sessions to refer to, but I am under the impression that in the Bill brought into the House to authorise some concessions to the Company these cattle-guards were not allowed. I see a great objection to these crossings near townships or any place where there is much traffic. Travellers, men or boys in charge of horses and vehicles, crossing at a time when a train is passing may be confused if too near, or the horse may be frightened and refuse to move on,—the train would run into them and cause loss of life and property. There would be less objection where the crossings are only farmers' accommodation roads; the danger then would be from cattle lying on the railway, being dry and warm, not getting up in time, the train running over them would endanger the lives of the passengers. I would advise, if it can be done, that these crossings should be prohibited at all road crossings.

No. 8 Culvert.—This is a freestone built culvert, double openings, 2 ft. 0 in. × 2 ft. 6 in. All that can be seen seems good work, and from examination of the watershed is sufficient capacity.

Bridge over the Risdon Road.—The excavations for the foundations are out, and the concrete in two of them. This bridge is at right angles with the railway, bringing the two opposite angles about 10 ft. into the roadway: this will make it very inconvenient to travellers on dark nights. The openings over the public road should have been in a line with the road and askew with the railway. There is no reason why it should not be so: the span is small enough not to put the Company to any extra expense, and will save the expense of altering the roadway and the annoyance to travellers. I would advise this alteration to be insisted on.

Tunnel near Jerusalem.—There are four shafts going down, one is down and the shaft length opening out. The timbering to these shafts is very good so far.

Works at Ross.—About a mile of cutting and embankment is done; some good freestone culverts are in, but from my knowledge of the floods in this district I am of opinion they are too small—2 ft. 3 in. × 1 ft. 6 in.—or not sufficient in number.

All the culverts should have wing walls at the entrances to prevent the water forcing a way behind the side walls.

My time not allowing a longer inspection, and very little doing north of Ross, I did not see any other of the works. My next inspection will begin at Evandale.

JOHN R. FRITH, *Superintending Engineer*
M. L. Railway.

The Minister of Lands and Works.

FORWARDED to the Hon. Colonial Secretary.

CHARLES MEREDITH.
29. 4. 73.

Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 6th May, 1873.

SIR,

I HAVE the honor to acknowledge your letter of the 5th instant, enclosing for my information a copy of a report made by Mr. J. R. Frith on the nature and construction of the works in progress on the Main Line Railway, for which I am much obliged.

In the report Mr. Frith appends to his signature the description "Superintending Engineer M. L. Railway," but this does not correspond with the powers and authority mentioned in your letter of the 30th ultimo. It is desirable you should inform me which description you consider correct.

I have already stated that it would be in the highest degree inconvenient to discuss engineering details in written communications addressed to yourself, and have to repeat that a fuller examination and consideration of the circumstances of each case to which objections are stated, would uncontestedly prove that there is no foundation for the criticisms offered.

With respect to Cattle-guards, it will be remembered that the clause in the Act promoted by the Company referring thereto was allowed to stand over till the next Session, on the recommendation of the Hon. the Colonial Treasurer, who promised that this system should be tried on the Launceston and Western Railway. I have not heard whether these Cattle-guards are completed, but understood that the Railway authorities at Launceston were quite willing to use them. Meanwhile, thinking it would be more generally convenient to inspect them near Hobart Town, I am having a sample set finished off, which can be readily examined. The objections raised to them by Mr. Frith entirely arise from his not having had experience of such conveniences; and their use in all parts of the world where it is important to maintain Railways economically, is surely sufficient proof of their utility.

Mr. Frith's criticism in regard to the Viaduct over the Risdon Road is rather extreme, considering that an eighteen-feet opening on the road would have been fully justified both by law and ordinary practice; whereas, at an extra cost to the Contractors, I have given more than twice this passage, and therefore think I am entitled to some credit for unusual liberality.

I have, &c.,

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

The Hon. the Colonial Secretary.

MEMORANDUM.

THE Colonial Secretary has the honor to transmit to the Honorable the Minister of Lands and Works the enclosed letter, dated the 6th instant.

On the 30th ultimo the Colonial Secretary intimated to Mr. Charles H. Grant, that Mr. J. R. Frith, an officer attached to the Lands and Works Department, and a competent Engineer, had been appointed "to inspect the material and construction of the Railway on behalf of the Colony, and to see that the conditions of the Contract are properly fulfilled." The term "Superintending Engineer M. L. Railway" seems therefore incompatible,—Inspecting Engineer would be more appropriate. As Mr. Grant seems to take exception to the former designation, perhaps the Minister of Lands and Works will be good enough to request Mr. Frith to adopt the latter in future reports.

JAMES R. SCOTT.

Colonial Secretary's Office, 8th May, 1873.

The Hon. the Minister of Lands and Works.

Mr. Frith is informed that in future he will sign his reports on the Main Line Railway *Inspecting Engineer* instead of *Superintending Engineer*.

CHAS. MEREDITH.

8. 5. 73.

The Hon. the Colonial Secretary.

Chief District Constable's Office, Hobart, 15th April, 1873.

SIR,

I do myself the honor to bring under your notice for the information of the Director-General of Roads, an encroachment made by the Contractors for the Main Line of Railway on the part of the *Main Road* known as *Risdon Road*, by an excavation for a foundation of one of the piers for a bridge to be erected over that road.

The carriage-way has been encroached upon to the extent of about ten feet.

I have, &c.,

H. G. QUODLING, *Chief District Constable
and Town Surveyor.*

J. FORSTER, *Esq., Inspector of Police.*

FORWARDED for the information of the Hon. the Minister of Lands and Works.

J. FORSTER.

15. 4. 73.

Mr. Cheverton will be so good as visit and report on this matter.

CHARLES MEREDITH.

16. 4. 73.

TRENCHES have been sunk and filled in with concrete for foundations of Piers for Viaduct crossing the Risdon Road, as shown on tracing attached. These foundations have been set out at right angles with the Line of Railway. The encroachment on the road, as well as the unsightly appearance, has not been studied. These Piers should have been put parallel to the line of roadway to have prevented obstruction to the pathway and centre opening, as well as to be uniform, thereby saving the unsightly appearance that will be caused if erected as intended.

W. H. CHEVERTON, *Overseer of Works,*
18th April, 1873.

FORWARDED to the Honorable Colonial Secretary in the hope that these unsightly intrusions may be altered and made coincident with the line of the road.

CHARLES MEREDITH.

23. 4. 73.

ENCROACHMENT ON RISDON ROAD

Scale - 8 feet to one inch

M. C. Piquemil del.

Lands and Works Office
May 1873

By 33 Vict. No. 1, s. 7, the Company may, subject to the provisions of that Act, construct upon, across, or over streets or roads certain works, provided they do as little damage as possible. By s. 10 of the same Act the Railway Works shall as far as possible be so made as not to impede, injure, prevent, or interrupt any ordinary or rightful traffic upon public highways or streets, and so as not to increase the cost of making, maintaining, repairing, and upholding the same. The penalty for non-compliance is pointed out by this section, as also the manner of enforcing it.

JOHN A. JACKSON.
2nd May, 1873.

SIR,

Colonial Secretary's Office, 16th May, 1873.

I HAVE the honor to acknowledge the receipt of your letter of the 6th instant, and in reply have to inform you that Mr. Frith has been directed to sign his reports upon the Main Line Railway with the designation of "Inspecting" instead of "Superintending" Engineer.

I agree with you that it would be inconvenient to discuss engineering details; at the same time I consider it due to the Company to forward for your information from time to time such reports as are obtained by me with reference to the material and construction of the Line,—reports which are rendered necessary by reason of the provisions contained in the 17th Section of the Contract.

With reference to the viaduct over the Risdon Road, other complaints have reached me respecting the inevitable interruption to traffic from the position of the piers, presuming that only one opening is to be left, and no alteration made in the roadway, so that with the information at present before me I cannot accept the work as satisfactory.

I would feel obliged if you will furnish me, at your early convenience, with detailed statement and plan of the work proposed at that crossing, in order that I may be enabled to decide upon the propriety of taking action under the 10th and 11th Clauses of the Main Line Railway Act.

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

I have, &c.,
(Signed) JAMES R. SCOTT.

SIR,

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 21st May, 1873.*

I HAVE the honor to acknowledge your letter of the 16th instant; and again beg to thank you for forwarding me the reports made by your Inspecting Engineer, and to give the assurance that they shall in all cases receive a careful consideration.

As regards your allusion to the 17th Clause of the Contract, you will not have failed to perceive that the value of the line would have to be determined by arbitration, in which event the arbitrators would doubtless take into account the exact condition and value of the line at the time of purchase, rather than its original construction; but you may feel assured that the deterioration on a line built as this is will be very unimportant.

The complaints of the Risdon Viaduct have arisen from the accidental circumstance that the sub-contractor for the piers—who has been working on the road at this part for many weeks past—so lightly estimated any interruption of traffic that he placed his building material quite on the line of the formerly-travelled road, and diverted the traffic towards a pier.

The piers do not encroach on the road in the least degree, but are built entirely on the side spaces; therefore no interruption to traffic can possibly occur. The opening is very nearly twice what it would have been had we erected gates.

It is true that the original position of the footpath will be slightly changed, as it will be taken round the back of the north pier in question, but it will be maintained at its present width; and I am at a loss to conceive how the public convenience can be in the least degree affected by the bridge when complete.

Works under construction are, however, an inevitable nuisance.

If, after this explanation, you desire further information, I shall be happy to meet yourself, or any one you may appoint, on the ground at any time; but really the work explains itself, and I hope there will be nothing that could reasonably be complained of.

I have, &c.,
(Signed) CHARLES H. GRANT, *Engineer.*
The Hon. J. R. SCOTT, *M.L.C., Colonial Secretary.*

Colonial Secretary's Office, 6th June, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 21st ultimo, and with reference to the works at the Viaduct over the Risdon road I have now the honor to inform you that having visited and inspected the site the Government are of opinion that, with the alteration to the pathway promised by you, the ordinary and rightful traffic is not interrupted to such an extent as to call for any action on the part of the Minister of Lands and Works under the 10th clause of the Main Line Railway Act, although it would undoubtedly have been more convenient and less unsightly if the piers had been built parallel to the line of road as suggested by Messrs. Frith and Cheverton.

I have, &c.,

(Signed) JAMES R. SCOTT.

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

*Tasmanian Main Line Railway Company, Limited, 113, Cannon-street,
London, E.C., 18th April, 1873.*

SIR,

I HAVE the honor to inform you that the sum of One hundred thousand pounds (£100,000) was this day paid into the Bank of New South Wales to the credit of this Company for the purpose of the construction of the Railway, in accordance with the 5th clause of the contract made between the Tasmanian Government and this Company, and I enclose the receipt of the Manager of the Bank.

I have, &c.,

(Signed) J. B. DAVISON, *Secretary.*

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 9th June, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 18th April last, addressed to my predecessor, informing him that, in accordance with the 5th clause of the contract made between the Tasmanian Government and the Main Line Railway Company, Limited, the sum of One hundred thousand pounds has been paid into the Bank of New South Wales to the credit of the Company for the purposes of the construction of the Railway, and enclosing him a receipt of the Manager of the Bank for that amount.

I have, &c.,

(Signed) JAMES R. SCOTT.

J. B. DAVISON, *Esq., Secretary Main Line Railway Company, Limited.*

Tasmanian Main Line Railway, Contractors' Offices, 10th April, 1873.

SIR,

WE have the honor to inform you that we are establishing a Sick and Medical Fund on our works, and are desirous of making some arrangements by which we can send urgent and serious cases of accident to the Hospital. We do not apprehend any number of cases, and think, therefore, that if we paid $\frac{1}{2}$ £. per man per week to the Government it would quite cover all expenses that might occur on our account; we shall, I estimate, have an average of 1000 men on the works. We shall esteem it a favor if you will inform us at your earliest convenience if this arrangement will be satisfactory to the Government.

We have, &c.,

(Signed)

CLARK, PUNCHARD, & REEVE.

The Hon. the Colonial Secretary.

THIS proposal of Messrs. Clark, Punchard, & Reeve is forwarded for the observations of Dr. Miller, who, from his experience of the working of a somewhat similar arrangement with Messrs. Overend and Robb during the construction of the Launceston and Western Railway, will probably be able to advise the Government as to the amount of contribution which the Contractors should be called upon to pay so as to secure the Hospitals from undue risk.

The papers referring to the arrangement with Messrs. Overend and Robb are forwarded herewith for Dr. Miller's perusal.

B. TRAVERS SOLLY,

(For the Colonial Secretary.)

16 April, 1873.

Launceston, 17th April, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your memo. accompanying the letter of Messrs. Clark, Punchard, and Reeve, and also the papers connected with the agreement entered into by Messrs. Overend and Robb.

The latter firm did not, I think, carry out exactly the terms which appear in their first proposal. I was the Medical Officer in charge of the first section of the line—from Launceston to Perth—and I know that the actual amount deducted from the wages of the men employed was 3d. in the pound. Of this sum I got 2d., the Hospital $\frac{1}{2}$ d., and the Relief Fund $\frac{1}{2}$ d.

But Overend and Robb paid high wages, and their works were carried on *vigorously*, the men were never idle when the weather permitted work.

In the case of the Contractors of the Main Line Railway I would suggest that the sum of 1d. per week for each man employed should be paid by the Contractors to the Government. But even that sum should only be accepted when the Government is satisfied that proper arrangements have been come to with medical practitioners along the line to attend to all *ordinary* cases. None but *serious* cases, of accident or illness, should be sent to the Hospital. We have had one very trifling case sent to us from Ross, and a case too of a nature which should be excluded from the benefit of the arrangement between the Government and the Contractors. All cases of venereal disease, and of disease induced by other excesses on the part of the men, must not come with the terms of the proposed arrangement.

I have, &c.,

(Signed) J. L. MILLER.

The Assistant Colonial Secretary.

Colonial Secretary's Office, 21st April, 1873.

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your letter of the 10th instant, informing me that you are establishing a Sick and Medical Fund on your works, and that you are desirous of making some arrangements by which you can send urgent and serious cases of accident to the Hospital.

In reply, I have the honor to inform you that the Government would be prepared to receive serious cases of accident to the men when employed on the line, and treat them in the public Hospitals on payment of one penny (1d.) per week for each man employed by you, provided you are prepared to arrange with a sufficient number of Medical Practitioners along the line to attend to all *ordinary* cases,—none but serious cases of accident being sent to the Hospitals.

The Contractors for the Launceston and Western Railway paid for this privilege the contribution of one halfpenny in the pound, but their rate of wages was materially higher, and amounted to very nearly, if not quite, a penny per week per man.

Your proposal of a halfpenny per week would not be sufficient to cover the risk incurred by the Government in undertaking the charge of all serious cases of accident that may occur in the construction of the Railway.

I have, &c.,

(Signed) JAMES R. SCOTT.

Messrs. CLARK, PUNCHARD, & REEVE.

Tasmanian Main Line Railway, Contractors' Offices, 4th June, 1873.

SIR,

WE have the honor to inform you that we have made arrangements with two qualified Medical Practitioners to attend on the laborers employed on the above-mentioned Railway between Hobart Town and Evandale, and we are now prepared to enter into an arrangement with the Government, in compliance with your letter of 21st April, for having serious cases of accident, &c. admitted to the Hospital by payment of 1d. per man per week for the number of men employed on the work, although we consider this sum to be very high.

We will feel obliged by the Government making such arrangements with the Hospital at Campbell Town as shall secure admission to men employed by us in the same way as the others.

We have, &c.,

(Signed)

CLARK, PUNCHARD, & REEVE.

The Hon. the Colonial Secretary.

Colonial Secretary's Office, 6th June, 1873.

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your letter of the 4th instant, informing me that you have made arrangements with two qualified Medical Practitioners to attend on the laborers employed on the Main Line of Railway between Hobart Town and Evandale; and that you are prepared to enter into an arrangement with the Government, in compliance with my letter of the 21st April, for having serious cases of accident, &c. admitted to the Hospital by payment of one penny per man per week for the number of men employed on the work, and requesting that such arrangements may be made with the Hospital at Campbell Town as shall secure admission to men employed by you in the same way as the others.

I have to request that you will inform me from what date you propose that the payment of one penny per week should commence, as the Government liability for the treatment of Hospital cases is, of course, restricted to such as may be admitted after that date.

With regard to payments I would suggest that they should be made monthly, supported by a Declaration to be made by a member of your firm as to the number of men employed on the works for the period for which the payment is made.

In accordance with your wish, cases can be received into the Campbell Town Hospital as well as into the Institutions in Hobart Town and Launceston.

I have, &c.,
(Signed) JAMES R. SCOTT.

Messrs. CLARK, PUNCHARD, & REEVE.

Colonial Secretary's Office, 6th June, 1873.

SIR,

I HAVE the honor to inform you that the Government have made arrangements with the Contractors for the Main Line Railway for the treatment of serious cases of accident, &c. in either the General Hospitals at Hobart Town or Launceston, or in the Campbell Town Hospital, as may be found most convenient.

The Contractors have provided for the attendance of a Medical Practitioner upon their labourers between Hobart Town and Evandale; it is therefore to be understood that cases admitted into a Hospital must be confined to serious accidents, or such violent attacks of illness as may legitimately demand hospital treatment.

You will be good enough to cause a Return to be furnished monthly of all cases admitted into the hospital under your charge, under this arrangement, specifying the nature of the accident or disease, and the number of days under treatment.

I have, &c.,
(Signed) JAMES R. SCOTT.

*The Surgeon Superintendent, General Hospital,
Hobart Town.*

Similar to Chief Medical Officer, General Hospital, Launceston, and F. H. Power, Esquire, Campbell Town Hospital.

*Tasmanian Main Line Railway Contractors' Offices,
Hobart Town, 9th June, 1873.*

SIR,

WE have the honor to acknowledge the receipt of your letter of 6th instant in reference to the establishment of a Sick Fund on the Works of the above-mentioned Railway, and asking from what date we propose commencing the payment of One Penny per man per week to the Hospital Fund.

In answer to the above we beg to inform you that we are prepared to pay the above subscription from this date—the 9th instant.

We have, &c.,
(Signed) CLARK, PUNCHARD, & REEVE.

The Hon. the Colonial Secretary.

Macquarie-street, 8th May, 1873.

SIR,

As Lessee of the Queen's Domain for the year 1873, and having a quantity of Stock grazing on it, for which I have to be responsible, it is needful that I should have the fences and gates secured as much as possible; but I am sorry to say that I cannot have them so, for I have, Sir, to complain to you of the Railway Contractors, for they cause the gate at Cornelian Bay to be kept open continually day and night, greatly to my loss and inconvenience, for the men employed by the Railway Contractors prop the gate open to drive their waggons and drays through and then go away in the evening without securing the gate, in consequence of which the Stock during the night go through and get lost or impounded by persons on the Risdon Road, and I have to be the sufferer. I have up to the present time paid £4 15s. for poundage fees, &c. for which I blame the Railway Contractors for not keeping the fences and gates secured. I therefore, Sir, respectfully request that you will give this your earliest consideration.

I remain, &c.,

(Signed) CHARLES PREGNELL.

The Hon. Minister of Lands and Works.

FORWARDED to the Honorable the Colonial Secretary in the hope that he will obtain from the Main Line Railway Company protection against the losses complained of by the Lessee of the Domain.

(Signed) CHARLES MEREDITH.
9. 5. 73.

THE 8th Clause of the Main Line of Railway Act, 33 Vict. No. 1, appears to me to meet this case. Copy of Mr. Pregnell's letter has been sent to Mr. Grant.

(Signed) JAMES R. SCOTT.
10. 5. 73.

Colonial Secretary's Office, 13th May, 1873.

SIR,

I HAVE the honor to forward for your information the accompanying copy of a letter addressed to the Minister of Lands and Public Works by Mr. Charles Pregnell, the Lessee of the Queen's Domain, complaining of the employées of the Railway Contractors leaving the gate at Cornelian Bay open day and night, through which his stock pass on to the Risdon Road, and are either lost or impounded.

Permit me to call your attention to the 8th Clause of the Main Line of Railway Act, 33rd Victoria, No. 1, which appears to meet this case.

I have, &c.,

(Signed) JAMES R. SCOTT.

C. H. GRANT, *Esg., Engineer-in-Chief,*
Tasmanian Main Line Railway Company.

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 13th May, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of this date with which was enclosed copy of letter from Mr. Pregnell in which he complains that the Gate of the Queen's Domain at Cornelian Bay is often left open by the men employed on the Railway.

In reply I beg to state that I have given oft-repeated and positive instructions to keep this gate closed, and the fences properly secured, and much regret Mr. Pregnell should have any reason to complain to you. The grievance mentioned must, I think, have arisen while a slight alteration was being made in this gate and adjoining fence, the effect of which has been to remove the difficulty formerly experienced in closing the gate, and trust that this improvement, with the stringent instructions now given by the Contractors to their carters, will make any further mention of the matter unnecessary.

I have, &c.,

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

The Hon. the Colonial Secretary.

CORRESPONDENCE WITH THE HONORABLE COLONIAL TREASURER.

ON THE SUBJECT OF INTEREST AND MATTERS CONNECTED THEREWITH.

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

SIR,

ON receiving from the Honorable the Colonial Treasurer the sum of £3125 on the 23rd day of July last, being the amount of one quarter's interest on £250,000 then due to the Tasmanian Main Line Railway Company, Limited, I was required to furnish a Banker's guarantee to repay the money unless the Company was within six months from that date made capable of suing and being sued in Tasmania, in accordance with the 25th section of their contract with the Government. This guarantee was given by Mr. C. J. Barclay, Acting Manager of the Commercial Bank, and is also dated the 23rd of July.

The condition having now been fulfilled by the passage of the Bill to further amend the Main Line Railway Act, No. 2, the 5th clause of which enables the Company to sue and be sued in Tasmania, I have the honor to request that you will return this guarantee, or otherwise release the Company and its guarantor therefrom.

I have, &c.,

(Signed)

AUDLEY COOTE.

The Hon. the Colonial Treasurer.

Colonial Treasury, 28th December, 1872.

SIR,

I HAVE the honor, by direction of the Hon. the Colonial Treasurer, to acknowledge the receipt of your letter of the 28th instant applying to be relieved of the Banker's guarantee given on 23rd July last upon payment of the interest then due to the Tasmanian Main Line Railway Company, Limited.

I now return the guarantee referred to, the conditions under which it was given having been fulfilled.

I have, &c.,

(Signed)

W. LOVETT, *Assistant Colonial Treasurer.*

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

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

SIR,

I HAVE the honor to bring to your notice that under the 5th clause of the Contract between the Government and the Tasmanian Main Line Railway Company, Limited, the sum of £250,000 was paid to the Bank of New South Wales in London on the 19th day of April last, and that the guaranteed interest on this amount was first paid by the Government on the 23rd July.

When the second quarter's interest became due in October, it appeared advisable to ascertain the meaning that the Government attached to the various sections of this fifth clause, and accordingly Mr. Grant and myself had a personal interview with the late Cabinet, when we urged upon them that the Company were equitably entitled to receive the full interest on £250,000 for the first six months, because on account of the great distance of this country from England it was impossible that the works could be so vigorously prosecuted as to fairly consume any large portion of the £250,000 within the first three months, while, in point of fact, this whole time was consumed in the travelling here of the Agents of the Company and Contractors.

On their arrival the country was found to be so exceedingly difficult to get a Railway through that it has not even yet been possible to properly commence the works.

The late Colonial Treasurer and his colleagues replied that the Cabinet were then in such a transitory state that they could not entertain the question, but that they considered we had good grounds for our application, and would hereafter give it a most favourable consideration.

For the time they desired a Banker's guarantee that would, according to their interpretation of the Contract, secure them in paying me the money, and this guarantee was accordingly obtained from the Commercial Bank, under date of the 24th October.

Although I am unable to assent to their reading of the Contract, and consider that the true meaning of this clause involves the payment of interest upon the total amounts paid into the Bank of New South Wales, in London, within the limit of £250,000 per annum and without reference to the expenditure, in which the Government are only given an interest to secure a *bonâ fide* expenditure, I could not then raise the question with them, and therefore undertook at their request to procure Vouchers from London for the amounts actually disbursed by the Company; and these I have now the honor to submit to you.

If on consideration of the Contract you agree with my view of the interest clause, I shall be obliged by your returning Mr. Barclay's letter of the 24th October, or otherwise releasing him therefrom, since his guarantee as to the expenditure must then be considered unnecessary, and the passing of the Act to further amend the Main Line of Railway Act, No. 2, fulfils the 25th condition of the Contract, which requires the Company to be made capable of suing and being sued here.

On the other hand, should you adopt the opinions of the late Government, I have still to request that you will return or release the guarantee, and allow the Company to retain the full six months' interest as paid to them, on the ground that they could not have done more than has been done during the first six months to carry out the Contract, and that they ought not in equity to be prejudiced by their failing to do impossibilities.

The accounts herewith enclosed show an expenditure of £140,064 5s. 5d. during the first six months, which, therefore, falls a little short of the £150,000 mentioned in the guarantee.

The interest on this deficiency I am prepared to adjust with you if required.

You will much oblige by returning the enclosed Vouchers when noted, and should you desire to see me on the matter I shall be happy to call on you at any time.

The Hon. the Colonial Treasurer.

I have, &c.,
(Signed)

AUDLEY COOTE.

THE Attorney-General is requested to advise as to the obligations of the Contract, and whether they sustain the view taken by the Company.

F. M. INNES.
5th December, 1872.

REFERRED to the Solicitor-General for his opinion with a view to a consultation.

JOHN A. JACKSON.
16. 1. 73.

THE opinion of the Law Officers is forwarded herewith to the Honorable the Colonial Secretary by the direction of the Honorable the Attorney-General.

F. STOPS.
Attorney-General's Office, 20th January, 1873.

FORWARDED to the Honorable the Treasurer.

JAMES R. SCOTT.
22. 1. 73.

WITH respect to Mr. Barclay's undertaking of the 24th October, the Tasmanian Main Line Railway Company, Limited, having become duly incorporated in this Colony, if the Agent of the Company can, by the production of satisfactory vouchers and accounts, show that the sum of £150,000 had on the 19th of July, 1872, been expended for the purposes of the construction of the Railway, the conditions contained in the undertaking of Mr. Barclay will have been fulfilled, and the Company entitled to retain the full sum of £3125 interest money. But if the vouchers show that part only, or none, of the said sum of £150,000 had been expended for Railway purposes on the 19th day of July, the Colonial Treasurer may then call on Mr. Barclay to return so much of the sum of £3125 as represents interest at five per cent. upon all portions of the sum of £150,000 unexpended on that day, and in that case the guarantee should not be returned as requested by Mr. Coote.

(Signed) JOHN A. JACKSON, A.G.
ROBT. P. ADAMS.
20th January, 1873.

(Copy.)

RECEIVED from the Honorable Thomas Daniel Chapman, Colonial Treasurer of Tasmania, the sum of Three thousand one hundred and twenty-five pounds (£3125), being one quarter's interest at 5 per cent. per annum on Two hundred and fifty thousand pounds (£250,000) having been paid into the Bank of New South Wales, London, in the month of April last to the credit of the Tasmanian Main Line Railway Company, Limited, being part of the sum of Six hundred and fifty thousand pounds (£650,000) the amount of construction money named in the Contract entered into between the Company and the Governor of Tasmania on the 15th day of August, 1871.

Dated this 25th day of October, 1872.

(Signed) AUDLEY COOTE.

SIR,

Colonial Treasury, Hobart Town, 24th January, 1873.

I HAVE the honor to acknowledge the receipt of your letter of the 28th December, referring to the payment of Interest on £250,000 to you for the quarter ending 19th October, 1872.

In reply I have to inform you that the Government have submitted the several points referred to in your letter to the Law Officers for opinion, who advise by the terms of the Contract the Company are only entitled to Interest upon so much of the sum of £150,000 as may have been expended for the purposes of the Construction of the Railway on the 19th July, 1872, and that the Government would not be justified in returning the Banker's Guarantee should any over-payment have been made on the expenditure as shown by accounts and vouchers of the Company.

The accounts forwarded by your Company show an expenditure to 19th July of £80,064 5s. 5d., and on 7th September, £110,064 5s. 5d., and £140,064 5s. 5d. on 21st October.

By the terms of the Contract the Company would therefore be entitled to charge Interest upon £180,064 5s. 5d. from 19th July to 6th September, and upon £210,064 5s. 5d. from 7th September to 19th October, 1872; and it would appear that an over-payment of £702 19s. 10d. has been made to the Company for Interest for the quarter ended 19th October, 1872.

Under these circumstances the Government would not be prepared to return the Guarantee referred to until the said sum of £702 19s. 10d. is repaid to the Treasury, or allowed in the claim for Interest due for the quarter ending 19th January instant.

The Vouchers forwarded by you will be required by the Colonial Treasurer to enable him to pass his accounts for audit. It would therefore be inconvenient to return them as you request.

I have, &c.,

(Signed) CHARLES MEREDITH,
For the Colonial Treasurer, absent.

AUDLEY COOTE, *Esquire, Manager Tasmanian Main
Line Railway Company, Hobart Town.*

SIR,

*Tasmanian Main Line Railway Company, Limited,
Engineer's Office, Hobart Town, Tasmania, 1st March, 1873.*

IN the absence of the Company's Agent I have the honor to reply to a letter of the 24th ultimo signed, in your absence, by the Hon. Chas. Meredith, on the subject of the amount of the second quarter's Interest, due about the 19th October, to the Tasmanian Main Line Railway Company, Limited.

In this communication it is remarked that the matter had been submitted to the Law Officers of the Crown for their opinion, and they advise that by the terms of the Contract the Company are only entitled to interest upon so much of the sum of £150,000 as may have been expended for the purposes of the Construction of the Railway on the 19th of July, 1872. In an interview had with the Honorable the Attorney-General on the receipt of this letter, in which we asked on what possible construction of the Contract we were only entitled to be paid at the expiration of one quarter on the vouchers received up to the end of the preceding quarter, we were informed that the legal opinion had not so much reference to the Contract as to the form of guarantee given by the Agent, and which was drafted for his signature by the late Honorable the Attorney-General, and not properly examined at the time.

We then saw that the guarantee alone would bear out the legal opinion given as to the payment, and immediately contended that the Company ought not to be prejudiced by this imperfect and incorrect guarantee, but that they were still fully entitled to their rights under the sealed Contract. After a long conversation, in which our view of the case was not combated, but we were assured that the Government would do us justice on the merits of the case, without regard to errors or technicalities, the matter was by general consent postponed for your return.

On subsequently calling upon the late Honorable Attorney-General for an explanation as to the erroneous drafting of the guarantee, he frankly acknowledged that the guarantee was hurriedly drawn, and our points had not struck him before, but there was certainly a great deal to be said in favour of our contention, which is, simply, that we are by the Contract entitled to produce vouchers at the end of a quarter for all payments made up to date, and that the Company should receive interest on the total expenditure, plus the sum of £100,000 as floating balance.

When claiming interest on the second quarter we undertook to produce vouchers for £150,000, and actually furnished them for £140,064 5s. 5d.: we were therefore entitled to interest on £240,064 5s. 5d., for which, in a strict account, the interest is only payable for the whole preceding quarter.

The difference we are prepared to immediately repay, if desired, and would be greatly obliged by your releasing the guarantee.

I have, &c.

The Hon. the Colonial Treasurer.

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

REFERRED to the Attorney-General for his opinion, with the suggestion that reference should be made to the late Attorney-General for any explanations *he* may wish to offer; as the Executive would certainly be influenced to some extent by the action of their predecessors if it pledged the Government in any manner in its dealings with the Contractors for the Main Line Railway in a matter of detail.

F. M. INNES.
12. 3. 73.

REFERRED to the Honorable W. R. GIBLIN, late Attorney-General, for his remarks.

JOHN A. JACKSON.
12. 3. 73.

SIR,

Stone Buildings, 12th March, 1873.

I HAVE the honor to acknowledge the receipt of your letter of this day's date, enclosing for my perusal a communication dated the 1st instant, made by the Engineer of the Tasmanian Main Line Railway Company to the Honorable the Colonial Treasurer, in which communication pointed reference is made to a Guarantee alleged by the Company's Engineer to have been erroneously drafted by me during my tenure of office.

In compliance with your request, I willingly state the position of the matter so far as I am concerned.

It is quite true that I drafted the Guarantee referred to by Mr. Grant, and signed by Mr. Barclay, but I am not aware that such Guarantee is in any respect "imperfect" or "incorrect." I endeavoured to express in such Guarantee what I then believed to be the true meaning of the Contract, a meaning fully understood and acquiesced in by the representatives of the Company, and I have not since seen any reason to believe that there was any "error" in the interpretation of the document which we then agreed to.

As the draftsman of the Contract, I am well aware that the Guarantee is in perfect accord with the intentions of the Government of which I was a member, and with the understanding of the gentleman who represented the Company through all our negotiations, Mr. Audley Coote.

With regard to that portion of Mr. Grant's letter which professes to detail a subsequent interview with me, I may say that Mr. Grant never presumed to call on me "for an *explanation* as to the *erroneous drafting* of the Guarantee," but simply called on me to explain the unreasonableness of enforcing it, and the impossibility of the Company retaining all the interest it had received if the terms of the Guarantee were insisted upon. That, of course, is a matter for the Government of the day to decide upon, and whatever opinion I expressed to Mr. Grant on that point is beside the present question. Whatever "hurry" may have attended the drafting of the Guarantee, it was simply caused by the pressure of the Company's demand for the interest; and the insinuation that the Government hurried on the matter, and so took advantage of the Company, is as absurd as it is disingenuous.

I desire to affirm that the Guarantee, as it stands, was drafted in accordance with the deliberate views of the Government of which I was a member, views certainly quite familiar to and acquiesced in by Mr. Coote—and I have a very strong impression, although here Mr. Grant differs with me, by Mr. Grant also. I return Mr. Grant's letter, and

The Hon. the Attorney-General.

I have, &c.,
(Signed) W. R. GIBLIN.

Colonial Treasury, 19th March, 1873.

SIR,

I HAVE the honor to acknowledge your letter of the 1st instant, to which you would have received an earlier reply but that I found it necessary before answering it to hold several communications with the Attorney-General upon the subject to which it related, and to refer your statements to the Attorney-General of the late Administration. I regret if my unavoidable delay should have put you to any inconvenience, and I have now to state that the explanation which Mr. Giblin has furnished to the present Government of the understanding on which the guarantee was entered into precludes me from acceding to the views you have submitted and the request you have forwarded therein.

I have, &c.,
(Signed) F. M. INNES, *Colonial Treasurer.*

The Agent Tasmanian Main Line Railway Company.

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 21st March, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of the 19th instant, in which you inform me that the late Attorney-General has furnished the Government with such an explanation of the understanding on which the guarantee relating to the second quarter's interest due to the Tasmanian Main Line Railway Company, Limited, was given on behalf of the Company, that you are precluded from acceding to the views and request contained in Mr. Grant's letter of the 1st instant.

In reply I must express my great surprise that any explanation whatever could over-ride the clear and direct terms of the Contract, on which alone our request was based; and, moreover, we have the strongest possible grounds on which to ask a re-consideration of the question and the setting aside of the guarantee. When the guarantee was given it was distinctly understood with the Cabinet to be an entirely provisional arrangement, and that immediately upon our production of the vouchers the question as to payment of interest on the whole sum of £250,000 should be liberally considered: on this understanding less attention was paid to the form of guarantee than it would otherwise have received. May I be permitted to ask the reasons that Mr. Giblin gives for the explanation before referred to?

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

The Hon. the Colonial Treasurer.

Colonial Treasury, Hobart Town, 22nd March, 1873.

THE Colonial Treasurer presents his compliments to Mr. Coote, and begs to acknowledge receipt of his letter of 21st instant. The Colonial Treasurer encloses herewith a copy of the explanation given by Mr. W. R. Giblin with respect to the drafting of the guarantee now in question.

AUDLEY COOTE, *Esq.*

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 24th March, 1873.*

SIR,

HEREWITH I have the honor to enclose a letter received from the Company's Engineer, to whom I sent a copy of Mr. Giblin's letter relating to the interest payable to the Tasmanian Main Line Railway Company, Limited. May I again request that this matter may have the immediate re-consideration of the Government, in order that the interest so long kept in hand may be remitted to the Company by the out-going mail?

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

The Hon. the Colonial Treasurer.

*Tasmanian Main Line Railway Company, Limited, Engineers' Office,
Hobart Town, Tasmania, 22nd March, 1873.*

DEAR SIR,

AFTER perusing Mr. Giblin's letter of the 12th instant to the Hon. Attorney-General,—which is to some extent a reply to mine of the 1st instant to the Hon. Colonial Treasurer,—I feel great regret that Mr. Giblin should apply my strong remarks on the nature of the guarantee given by Mr. Barclay, on the 24th October last, to himself and to his colleagues in the Government at that time.

My observations as to the character of that guarantee, and as to the hurry with which it was settled, were intended to have reference solely to our side of the case; and I had not the slightest intention of impugning the correctness of the document, the care with which it was drawn and considered, or the circumstances under which it was accepted, in the view and on the part of the Government, and I am sorry that I so unhappily phrased the letter as to give occasion for the reasonable retort.

In earnestly pressing for the interest at that time, and giving the guarantee to overcome a difficulty in obtaining it, we perhaps relied too much upon the understanding that it was a mere temporary arrangement, and overlooked what I am now strongly of opinion was an error in that document. It appears to me that it would be perfectly in order, and coincide with the contract, were the date therein mentioned of "the 19th day of July last" altered to "the 19th instant," or to "the date hereof."

I think that the Company can justly ask from the Government a re-consideration of the matter, so that we may be placed in the same position as before the guarantee was given, and then, if the contract be read as entitling the Company to interest at the end of any quarter for the vouchers belonging thereto, which appears to me to be the only reasonable reading, I hope that the Government will set aside the guarantee and agree to our request for its return.

I have, &c.,

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

AUDLEY COOTE, *Esq., Agent to the Tasmanian
Main Line Railway.*

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, April 9, 1873.*

SIR,

THE Government are already in possession of original vouchers from the Tasmanian Main Line Railway Company, Limited, which show an expenditure on the Railway works of £140,064 5s. 5d. to October, 1872; and the interest for last quarter was calculated on this amount, with the addition of the floating balance allowed by the Contract.

I have now the honor to hand you a further voucher for £22,499 16s. 6d. of the 24th March, 1873, which makes the total vouched expenditure to this date £162,564 1s. 11d., and therefore entitles the Company to receive interest on the 19th instant on the full amount of £250,000: the expenditure has been greater than this sum, but I am not now prepared with full vouchers for it.

As the mail for England closes on the date that the next quarter's interest becomes due, and it is highly important to advise the prompt payment of the instalments by the Government, may I ask that you will kindly have the cheque prepared for me early on that day?

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. the Colonial Treasurer.

Colonial Treasury, 10th April, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 9th instant, received this day, enclosing a voucher dated 24th March, 1873, for the payment of a further sum of £22,499 16s. 6d. on account of the construction of the Main Line Railway, and requesting that the interest upon the sum of £250,000, for the quarter ending 19th April, 1873, might be paid on the day on which it falls due.

In reply I have to acquaint you that, as the date of payment of the above-named sum did not take place until a considerable time after the commencement of the quarter, the Government would not be justified in paying the amount of interest claimed by the Company.

I have, &c.,

(Signed) F. M. INNES.

AUDLEY COOTE, *Esq.*

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, April 15, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of the 10th instant, by which I find that the Government continue to take the same view as to the calculation of interest due to the Tasmanian Main Line Railway Company, Limited, that was expressed in your letter of the 24th January, 1873, and against which I have so frequently protested. I cannot alter my opinion that under the Contract we are to receive interest on amounts paid into the Bank of New South Wales up to the amount of £250,000 for the first year, at the specified rate from the date at which they are paid in, which in this case was the 19th April, 1872, and that the exhibition of vouchers required by the same clause can only be considered as guaranteeing the *bona fides* of the Company's operations.

As the Government maintain a different view, I do not see how the matter can be arranged, unless we refer it to arbitration: this I am quite prepared to do on behalf of the Company, and undertake that they will abide by the decision of any impartial person selected by the Government.

I trust that you will approve this manner of settling a long-disputed question, for indeed I know of no other way to do so.

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. the Colonial Treasurer.

Mr. COOTE's proposal of the 15th April was verbally carried into effect by the appointment of Mr. C. M. Maxwell as arbitrator.

Colonial Treasury, 24th April, 1873.

SIR,

I AM directed to forward for your information copy of the award given by C. M. Maxwell, Esq., on the question of what interest should be allowed to the Main Line Railway Company during the construction of the Railway, in accordance with the Contract between the Government of Tasmania and the Company.

I am also to acquaint you that the fee charged by Mr. Maxwell amounts to Twenty-six pounds five shillings. Of this sum the Government are willing to pay one half, although it is believed to be usual in cases of arbitration for the losing party to pay the whole fee. To save time the Colonial Treasurer has handed to Mr. Maxwell a cheque for the full amount. I have therefore the honor to request the favour of a cheque for Thirteen pounds two shillings and sixpence at your convenience.

I have, &c.,

(Signed) W. LOVETT.

AUDLEY COOTE, *Esq., Tasmanian Main Line Company,
Macquarie-street.*

AWARD.

I AM asked to interpret the Main Line Railway Company's Contract with the Government; the question being,—What Interest should be allowed to the Company during the construction of the Railway? I consider the Company is entitled to Interest on expenditure by quarterly payments, such Interest to be charged from date of Bank deposit, with these limitations, that after three months from date of deposit Government should claim by way of set-off Interest on "idle" money exceeding £100,000, and that no deposit under £25,000 should be recognised until expended, and then Interest only allowed from date of expenditure.

ILLUSTRATION.

Assuming the Company deposited in the Bank of New South Wales on 19th April, 1872; £250,000, and disbursed as stated below, the *Bank account being operated upon for no other purpose*, I should state the Interest account as follows:—

GOVERNMENT *Dr. to COMPANY.*

Interest payable Quarterly.

				<i>Bank Balance.</i>
1872.		£	£	£
July 19.	To 3 months Interest on £80,000 expended this day and vouched.....	..	1000	170,000
October 19.	Ditto on ditto from 19 July to date.....	1000		
	To 6 months Interest on further expenditure this day of £30,000.....	750		
1873.			1750	140,000
January 19.	To 3 months Interest on 1st and 2nd quarters' expenditure, viz. £110,000.....	1375		
	To 9 months Interest on further expenditure this day of £80,000.....	3000		
April 19.	To 3 months Interest on three quarters' expenditure, viz. £190,000.....	2375	4375	60,000
	To 12 months Interest on further expenditure this day of £60,000.....	3000		
			5375	
			12,500	
1872.				
October 19.	By set off for Interest on "idle" money exceeding £100,000 from 19th July to this day, £70,000.....	875		
1873.				
January 19.	By ditto ditto from 19 October to date on £40,000.....	500		
			1375	
			11,125	

MEMO.—It will be seen that I have taken the expenditure as made on the last day of each quarter, but I admit the right of the Company to reduce the "set off" by showing earlier payments during those quarters to which it relates.

C. M. MAXWELL.

Hobart Town, 24th April, 1873.

SIR,

Colonial Treasury, Hobart Town, 29th April, 1873.

I HAVE the honor to return herewith the guarantee given by the Manager of the Commercial Bank upon payment of interest for the quarter ending the 18th October, 1872, to the Main Line Railway Company, the conditions of the Contract between the Company and the Government having been complied with.

I have, &c.,

(Signed) FRED^K. M. INNES, Colonial Treasurer.

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

(Copy.)

Hobart Town, 24th October, 1872.

SIR,

I, CHARLES James Barclay, Acting Manager of the Commercial Bank, in consideration of your this day paying to the Tasmanian Main Line Railway Company, Limited, the sum of £3125, being a second quarter's interest on the sum of £250,000 paid into the Bank of New South Wales, London, to the credit of the Company, hereby undertake and agree as such Acting Manager to repay to you or to the Colonial Treasurer for the time being the said sum of £3125 on the 22nd day of March next, unless in the meantime the said Company shall be incorporated or otherwise made capable of suing and being sued in Tasmania, and unless the Agent of the said Company shall on or before that day produce to you or to the Colonial Treasurer for the time being satisfactory Vouchers and Accounts showing that £150,000 part of the said sum of £250,000 had on the 19th day of July last been actually expended for the purposes of the construction of the Main Line Railway; and I further agree that if the said Agent should fail to produce Vouchers or Accounts for the full amount of £150,000, then I will repay to you or to the Colonial Treasurer for the time being so much of the said sum of £3125 as represents interest at 5 per. cent. upon all portions of the £150,000 unexpended for such purposes on the 19th day of July last.

I have, &c.,

The Hon. the Colonial Treasurer.

(Signed)

C. J. BARCLAY, Acting Manager.

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 29th April, 1873.*

SIR,

As a condition of your paying me, on account of the Tasmanian Main Line Railway Company, Limited, the quarter's interest due the 19th of this month, on the whole £250,000 paid into the Bank of New South Wales on the 19th April, 1872, being £3125 less the sum you claim to deduct for over-paid interest on the second quarter, being £702 19s. 10d., or the net sum of £2422 0s. 2d., I hereby undertake to produce a voucher dated previously to the 19th January for a payment by the Company for work executed of at least £9935 14s. 7d., or to repay you the interest on such sum, or any less unvouched sum, from the 19th January to the 24th March, the last date being that of a voucher already handed you for £22,499 16s. 6d.

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. the Colonial Treasurer.

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, Tasmania, 1st May, 1873.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 29th instant, with the guarantee signed by the Manager of the Commercial Bank enclosed.

I have to thank you for releasing the guarantee; also for the expressions contained in your letter, since it assures me the Company and Contractors have your confidence.

I have, &c.,

(Signed) AUDLEY COOTE.

The Hon. Colonial Treasurer.

PROTESTING AGAINST PAYMENT OF WHARFAGE.

*Tasmanian Main Line Railway, Contractors' Offices,
Hobart Town, 7th January, 1873.*

SIR,

WE have the honor hereby to place on record that all sums of money paid, or that may in future be paid, by us for duty or wharfage on materials employed in the construction or maintenance of the Tasmanian Main Line Railway are paid under protest; and as the Customs Department have taken no notice of our reasonable objections from time to time on this subject, we shall in future make no further complaints, but will hold the Railway Company liable to us for those amounts, and shall at a future time, if necessary, take steps to recover them.

We have, &c.,

(Signed) CLARK, PUNCHARD, & REEVE.

The Collector of Customs, Hobart Town.

FORWARDED for the perusal and information of the Hon. Colonial Treasurer.

THOS. T. WATT.
22. 2. 73.

AS TO THE RAILWAY ROUTE.

Glendhu, Ouse, 9th March, 1873.

SIR,

At a meeting held at Hamilton on the 3rd instant, for the purpose of considering the route of the Main Line Railway, a committee was appointed to correspond with certain other Districts to ascertain whether they would be willing to raise a sum of money to secure the examination of the Jordan Valley Route by Mr. Climie, C.E.

Before taking any further steps in the matter, the committee is desirous of ascertaining from you whether the proposed route by way of Jerusalem has been finally determined upon and approved of by the Government; and in the event of a sufficient sum being raised by subscription to remunerate Mr. Climie for a survey of the Jordan route, and that route be proved by such survey to be quite practicable, whether such proof would have sufficient weight with the Government to induce it to compel the Main Line Railway Company to adopt the route in accordance with the first provision of the 3rd section of the Act 34 Vict., No. 13.

I have, &c.,

(Signed) JOHN KING, *Chairman of the Meeting.*

The Hon. the Colonial Treasurer.

Colonial Treasury, 13th March, 1873.

SIR,

In the absence of the Minister of Lands and Works, I have the honor to request that you will acquaint me at your earliest convenience with the proposed route of the Main Line Railway, for the guidance of the Executive under the provisions of the Act 34 Vict., No. 13.

I have, &c.,

(Signed) FRED^K. M. INNES.

*The Agent Tasmanian Main Line Railway Company,
Hobart Town.*

Colonial Treasury, 14th March, 1873.

SIR,

In answer to your communication of the 9th instant, received yesterday, in which you desire, in behalf of a meeting held at Hamilton on the 8th instant, to know "whether the proposed route by way of Jerusalem has been finally determined upon and approved of by the Government; and whether, in the event of a sufficient sum being raised by subscriptions to remunerate Mr. Climie for a survey of the Jordan route, the Government would compel the Main Line of Railway Company to adopt the same if found practicable," I have the honor to acquaint you that, having placed myself in personal communication with the Engineer of the Main Line Railway Company, and informed myself of the grounds on which a similar request to that which you have preferred has been already, during my absence from the Colony, disposed of by the Government, I must respectfully decline to re-open the question.

I have, &c.,

(Signed) FRED^K. M. INNES.

JOHN KING, Esq., J.P., *Chairman of Meeting.*

TABLE OF EXEMPTIONS UNDER 34 VICT. No. 1, SCH. 2.

Custom House, Hobart Town, 12th March, 1873.

SIR,

I HAVE the honor of inviting your attention to the clause exempting Railway material from duty. As a great many descriptions of Imports will of necessity be made under the clause referred to, and as it is possible some of the articles may hereafter not be required for Railway purposes, it may suit the importers to sell such surplus or unsuitable material. I suggest that the Contractors be requested to give some guarantee that no such sales shall be made until the matter has been reported to the Collector of Customs and the duty secured thereon.

I have, &c.,

(Signed) THOS. T. WATT.

The Hon. the Colonial Treasurer.

Colonial Treasury, Hobart Town, 14th March, 1873.

SIR,

I HAVE the honor to inform you that my attention has been called by the Customs Department to the clause in the Table of Exemptions, 34 Vict. No. 1, Schedule 2, under which Railway Material is admitted free of duty. It has been urged that the clause is liable to abuse, inasmuch as many descriptions of imports will of necessity be made under the clause referred to, and very possibly the articles hereafter may not be required for Railway purposes, and consequently be sold by the importers; I beg therefore to ask that no such sales shall be made until the matter has been reported to the Customs authorities and duty secured thereon. This I believe is the course usually adopted in countries making similar exemptions.

I have, &c.,

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

*The Agent Tasmanian Main Line
Railway Company.*

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 17th March, 1873.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 14th instant, in which you state your attention had been drawn by the Customs Department to the clause in the Table of Exemptions, 34 Vict. No. 1, Schedule 2, under which Railway Plant is admitted free of duty.

In reply I have the honor to inform you I have handed the letter to Mr. Reeve, the Contractor for the Main Line Railway, who is the importer of the Plant required for the purposes of the Railway, and requested him to reply and assure you that no sale shall be made of anything that may not be required until it has been reported to the Customs authorities.

I have, &c.,

The Hon. the Colonial Treasurer.

(Signed) AUDLEY COOTE.

*Tasmanian Main Line Railway, Contractors' Offices,
Hobart Town, 18th March, 1873.*

SIR,

REFERRING to your letter of the 14th instant to the Agent of the Main Line Railway Company, respecting the clause in the Table of Exemptions, 34 Vict. No. 1, Schedule 2, under which Railway Material is admitted free of duty, and saying that it has been urged that the clause is liable to abuse, inasmuch as many descriptions of imports will of necessity be made under the clause referred to, and very possibly the articles hereafter may not be required for Railway purposes and consequently sold by the importers, we beg to say that no such sales shall be made until the matter has been reported to the Customs Authorities and duty secured thereon.

We have, &c.,

(Signed)

CLARK, PUNCHARD, & REEVE.

The Hon. the Colonial Treasurer.

AS TO DESCRIPTION OF THE WORKMEN BY THE "NORTHFLEET."

SIR,

Colonial Treasury, 10th April, 1873.

I HAVE the honor to enclose copy of an Extract from a London Journal relative to the character of the workmen selected by the Agents of the Main Line Railway Company for service in this Colony. As the representation therein contained is calculated to excite apprehension both on the part of the community, on social grounds, and on that of the Government from the charges to which it is likely to be put by the introduction of a refractory class of immigrants, I shall be glad to receive any explanations which will acquit your Agents in England and allay apprehensions here.

The Agent Tasmanian Main Line Railway Company.

FRED^K. M. INNES.

Daily Telegraph, London, Saturday, January 25th, 1873. Page 2, 3rd Column.

THE CATASTROPHE OFF DUNGENESS.

WILLIAM Jackson, late of the 55th Regiment, who has seen much service in the Crimea and the East, and who was engaged for the Railway Works in Tasmania, gives the following as his version of the disaster:—

"I think the disaster was a judgment of the Almighty, for I never met with a worse or more depraved lot of men than the single male passengers, generally speaking, on board this ship *Northfleet*. Numbers of them were simply "Irish Cockneys" of the worst type; rough uncultivated blackguards—the very scum of the east end of London. Their language from the time we left the Dock was fearful. A day or two ago sixteen of them went boldly to the Captain and complained of the food: there was plenty of everything, and all was of good quality, but still they persisted in their complaint. Captain Knowles in reply said, 'It is very unpleasant for me to have to leave my wife's side at every meal and attend to you: if you don't mind I shall have to shoot some of you or put you in irons before the voyage is over.' The ringleaders answered, 'We don't care, we can shoot as well as you.' I never was mixed up with such an uncultivated lot in my life.

The Railway hands were to receive 5s. 6d. a day; but I am sure many of the men on board never could earn half of that,—for hard work to them was a novelty. I believe that they were going out purely under false pretences.

The ship's crew comprised 32 men, most of them being foreigners; they were kind to the passengers, and tried all in their power to assist them,—but, alas! they were powerless amongst such a number of ruffians as beset them when the boats were lowered."

*Tasmanian Main Line Railway Company, Limited,
Hobart Town, 23rd April, 1873.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 10th inst. with a copy of an Extract from a London Journal relating to the character of the workmen selected by the Contractors for the Main Line Railway enclosed.

In reply I have the honor to state, I have referred your letter to Mr. Reeve, and I find by the advices he has received from England they are described as a very superior class of men; and, again, on referring to English papers I find them spoken of as a fine able-bodied lot of navvies, well suited for a new country.

With regard to the soldier who stated in his evidence they were very rough, I have no doubt they appeared so to him, as he had always been used to disciplined men, I feel sure this man must have been mistaken. The great trouble and expense gone to by the Contractors must have secured for them a very superior class of workmen.

I have, &c.,

The Hon. the Colonial Treasurer.

(Signed) AUDLEY COOTE.

RE-STORING GUNPOWDER IN THE MAGAZINE.

SIR,

Tasmanian Main Line Railway, Contractors' Offices, 23rd April, 1873.

WE intend importing about five or six tons of blasting powder for use on the construction of the Main Line Railway, and would find it a great convenience if we could store it in the Government Magazine. We have the honor to ask you if, in consideration of the large quantity to be stored, some arrangement can be made whereby the heavy charge for storage can be somewhat reduced.

We have, &c.,

The Hon. the Colonial Treasurer.

(Signed) CLARK, PUNCHARD, & REEVE.

GENTLEMEN,

Colonial Treasury, 25th April, 1873.

I REGRET to say, in reply to your letter of 23rd, that the Powder Magazine, which only became a Colonial charge six months ago, is maintained for public convenience at a pecuniary loss to the Government; and on enquiry I find that the Military authorities rigidly adhered to one scale of payment for storage, a course from which it would now be inconvenient to depart. For this reason the Government is obliged to decline to accede to your request. The maximum in the quantity of powder named in your letter will not exceed for a year £58.

I have, &c.,

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

Messrs. CLARK, PUNCHARD, & Co., Macquarie-street.

CALLING ATTENTION TO CONTRACT FOR CONVEYANCE OF MAILS BETWEEN HOBART TOWN AND LAUNCESTON.

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 30th April, 1873.*

SIR,

I NOTICE in the daily Press that the Government are advertising for tenders for the conveyance of the Mails between Hobart Town and Launceston for 3 years, commencing on the 1st of September next.

On behalf of the Tasmanian Main Line Railway Company, Limited, I have the honor to remind you that their contract with the Government provides for their carriage of the Mails after the completion of the Railway; and although the contract time for such completion does not expire until the 19th April, 1876, we have every reason to believe that the Line will be opened and in complete running order at least twelve months before that date.

I have, &c.,

The Hon. the Colonial Treasurer.

(Signed)

CHARLES H. GRANT, *Engineer.*

Colonial Treasury, Hobart Town, 30th April, 1873.

THE Colonial Treasurer presents his compliments to the Engineer to the Tasmanian Main Line Railway Company, and begs to thank him for his communication of this date in respect to the conveyance of Mails between Hobart Town and Launceston. The Colonial Treasurer begs to point out that the thirteenth paragraph of the notice calling for tenders for the service referred to provides that the Postmaster-General shall have power to terminate the contract on giving six months notice that he desires to do so.

*The Engineer Tasmanian Main Line Railway Co.,
Macquarie-street.*

ADDITIONAL CORRESPONDENCE WITH THE HON. COLONIAL SECRETARY.

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 16th June, 1873.*

SIR,

I HAVE the honor to acknowledge your memorandum of this date, desiring the return of the plan sent me to have the route of the Main Line Railway marked thereon. This had just been completed when your letter was received; and I much regret that want of precise information, and my absence travelling over the line, delayed the matter so long.

You will be interested to hear that at this time about 28 miles of the earthworks of the Railway have been completed, with a very considerable amount of other work; and that about 1500 men, and 220 horses and bullocks, are employed directly on the line, irrespective of the large number that must necessarily be occupied in procuring material and other subsidiary operations.

I have, &c.,

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

The Hon. the Colonial Secretary.

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 16th June, 1873.*

SIR,

HEREWITH I have the honor to return you the lithographed map forwarded to me with your letter of the 8th ultimo, for the purpose of having the Main Line Railway laid down thereon.

This I was at the time unable to do owing to the absence of an important land plan; but having lately been over the whole of the ground, I have been able to correctly define the route of the Railway on your map.

When our surveys have been finally completed I purpose to supply you with an exact plan and section of the Railway on a large scale, as it will be useful to the Office of Lands and Works for future reference.

I have, &c.,

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

The Hon. the Colonial Secretary.

*Tasmanian Main Line Railway Company, Limited, Engineer's Office,
Hobart Town, Tasmania, 16th June, 1873.*

SIR,

I HAVE the honor to acknowledge your letter of the 6th instant—received during my absence—on the subject of the Risdon Viaduct, respecting which you state that the Government do not consider that any action on their part is necessary, provided that the works are finished as designed.

You further remark that it would have been more convenient, and less unsightly, had the piers been built parallel to the line of road; on which I have to observe, that to secure the same stability the opening must necessarily have been of much less span, thereby involving the placing two of the piers quite in the travelled road, of which they are now quite clear.

I have, &c.,

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

The Hon. the Colonial Secretary.