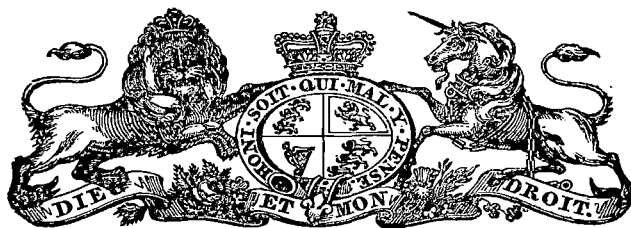


(No. 42.)



1900.

PARLIAMENT OF TASMANIA.

MOUNT DUNDAS AND ZEEHAN RAILWAY:
DRAFT AGREEMENT FOR WORKING AND MAINTENANCE.

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

Cost of printing—£1 0s. 6d.



PROPOSED DRAFT AGREEMENT FOR THE WORKING
OF THE MOUNT DUNDAS AND ZEEHAN RAILWAY,
BY THE HONOURABLE THE MINISTER OF LANDS
AND WORKS.

MEMORANDUM OF AGREEMENT made this _____ day of _____
One thousand nine hundred, Between the Honourable EDWARD MULCAHY, being and
as the Minister of Lands and Works for the time being of Tasmania (hereinafter called
"the Minister," which expression shall also include his successors and assigns where
the context so requires or admits), of the one part, and The Emu Bay Railway
Company, Limited (hereinafter called "the Company"), of the other part, whereby it
is agreed that the Minister shall, on behalf of the Government of Tasmania, maintain
and work, from the Twenty-third day of December, One thousand eight hundred and
ninety-nine, to the Twenty-third day of December, One thousand nine hundred, inclusive,
the Railway from Zeehan to a point at Dundas in or near Mineral Section
No. 2372-87M at Dundas as the said Railway, constructed with all buildings and
appliances, in the terms of "The Mount Dundas and Zeehan Railway Act" (54 Vict.
No. 54), and of the lease made thereunder and dated the Third day of February, One
thousand eight hundred and ninety-one, and of "The Mount Dundas and Zeehan
Railway Act Amendment Act" (55 Vict. No. 22), and the lease made thereunder
dated the Tenth day of November, One thousand eight hundred and ninety-two,
is now in the occupation of the Minister, and worked and maintained by him upon the
terms and conditions following ; that is to say :—

1. The Minister shall provide all rolling-stock, staff of locomotive and traffic men,
together with the necessary line-repairers.

2. The Minister shall provide the necessary management and supervision in all
branches.

3. The Minister shall provide all rails, sleepers, and other materials for main-
tenance and renewals, and also the labour required for renewals, and the Company
will pay to the Minister in cash the actual costs of the same, including all charges
upon material necessary to place the same where required on the Railway, within
Fourteen days after an account of such costs and charges shall be furnished by the
Minister to the Company.

4. The Company shall pay for the clearance and removal of all or any slips in
cuttings exceeding One hundred cubic yards in quantity, such payment to be the
actual cost thereof to the Government, and to be made within Fourteen days after an
account thereof shall be furnished as aforesaid.

5. The Minister shall keep the Telegraph line (if any shall be erected by the
Company) in repair, and shall supply new instruments and material of all kinds
which may be required, and the Company shall pay to the Government the actual
cost of all such instruments and material, including expenses of carriage, within
Fourteen days after an account shall be furnished as aforesaid.

6. The Minister may at any time during the currency of this Agreement, with the
consent in writing of the Company, erect such additional buildings and offices, and
construct such additional sidings and safety appliances as may be necessary or
expedient for the working of the said Railway, and the Company shall pay to the
Government in cash the actual cost of any such buildings, offices, sidings, or safety
appliances as shall from time to time be erected and constructed by the Minister
within Fourteen days after an account of such cost shall be furnished as aforesaid.

7. The Minister shall receive on behalf of the Government all gross receipts and income of the said Railway and Telegraph lines, and in consideration of the Minister maintaining and working the said Railway in accordance with this Agreement the Government shall be entitled as a first charge to retain one-fifth of such gross receipts and income absolutely, and in the next place to retain and reimburse to itself all moneys which shall have been expended by or on behalf of the Government under this Agreement and shall not have been repaid to the Government by the Company, and to pay the balance of such gross receipts and income to the Company.

8. The Minister shall render accounts monthly of the receipts and expenditure, and shall make monthly payments of revenue to the Company pursuant to Clause 7 of this Agreement.

9. If the one-fifth part of the income of the said Railway shall not in any month amount to a sum equal to Five Pounds Ten Shillings per working day for such month, the Company guarantee to pay to the Government such sum as will make the amount paid by the Company to the Government under this Clause equal to Five Pounds Ten Shillings per day during such month. If on any day or days during the continuance of this Agreement a special train shall be run on the said Railway, then the Government shall be entitled as a first charge to retain the sum of Five Pounds out of the gross earnings of any such special train.

10. If at any time during the continuance of this Agreement through default of the Minister no trains shall be run when there is a necessity for running trains, the Company shall not be called upon to pay the sum of Five Pounds Ten Shillings per day so long as such default shall continue.

11. The tolls, rates, fares, and charges for the carriage and conveyance of passengers, goods, merchandise, live stock, chattels, and other things on the said Railway shall be as fixed from time to time by any By-laws made by the Company under the Mount Dundas and Zeehan Railway Act Amendment Act.

12. The charge for carriage of mails shall be Fifteen Pounds per mile per annum.

13. Demurrage and similar charges shall be the same as charged by the Government Railways.

14. Trains shall be run at the discretion of the General Manager of the Government Railways, and at such times and at such speeds as he shall deem necessary.

15. All disputes in connection with this Agreement or with the working or maintaining of the Railway, and any question or difference that may arise in connection with the Railway, shall be referred to the General Manager of the Government Railways for the time being, whose decision shall be final and binding on the Minister and on the Company.

16. If at any time before the said Twenty-second day of December, One thousand nine hundred, either of the parties shall be desirous of determining this Agreement, and shall give Three calendar months notice of such desire, in writing, to the other party, then, and in such case, immediately after the expiration of the said Three months this Agreement and everything herein contained shall cease and be void, but without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the conditions herein contained.

In witness whereof the parties hereto have set their respective hands the day and year first above written.