

(No. 21.)



1872.

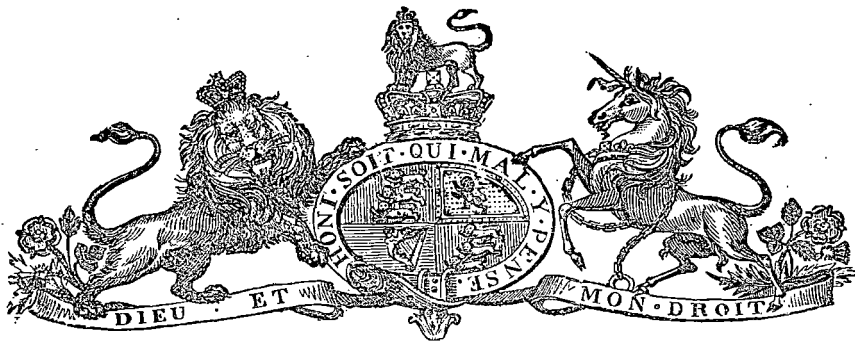
TASMANIA.

LEGISLATIVE COUNCIL.

MAIN LINE RAILWAY.

CORRESPONDENCE RESPECTING CONTRACT.

Laid upon the Table by Mr. Wilson, and ordered by the Council to be printed,
June 25, 1872.



*Offices of the Crown Agents for the Colonies, Spring Gardens,
London, S.W. 29th November, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter (D 504) of the 15th August last together with a Contract, signed by the Governor of Tasmania, which you state has been agreed upon by the Government of that Colony and the Tasmanian Main Line of Railway Company for the construction, maintenance, and working of a Railway between Hobart Town and the Northern side of the Island.

I transmit for your information copy of a letter on the subject addressed by the Crown Agents for the Colonies to Messrs. Wilson, Bristow, & Carpmael, the Solicitors of the Company in London, and a copy of their reply, in which they state that some delay is anticipated in the execution of the Contract by the Company, owing to the sudden illness of their Engineer, Mr. Wylie, who was unable to return to this country or send home his Reports by the last Mail.

You may assure the Government of Tasmania that all due care shall be taken by this Department in effecting the exchange of the Contracts.

I have the honor to be,
Sir,

Your most obedient Servant,

W. C. SARGEAUNT.

The Hon. the Colonial Secretary, Tasmania.

(Copy.)

CROWN AGENTS to Messrs. WILSON & Co.

*Offices of the Crown Agents for the Colonies, Spring Gardens,
London, S.W., 6th November, 1871.*

GENTLEMEN,

REFERRING to your letter of the 1st instant, I have to inform you that the Crown Agents for the Colonies have received, by the Mail delivered this morning, the Contract agreed upon between the Governor of Tasmania in Council and the Tasmanian Main Line of Railway Company (Limited), for the construction, maintenance, and working of a Main Line Railway between Hobart Town and the Northern part of that Island.

This Contract has been signed by the Governor of Tasmania and witnessed by the Members of the Executive Council of that Colony.

I have to request that you will inform me whether the Tasmanian Main Line Railway Company, (Limited), has been duly enrolled and registered under "The Joint Stock Companies Act," and if so, I have to request that you will be good enough to furnish me with the Certificate of the Registrar of such registration.

Observing by Clause 22 of the Contract that the date of the Contract shall be deemed and taken to be the day on which the Counterpart shall be executed by the Company in London, I have to request that you will inform me when the Company will be prepared to sign; as it would, doubtless, be satisfactory to the Government of Tasmania that one of the Crown Agents should attest the due execution of the Counterpart.

I have, &c.,

(Signed) W. C. SARGEAUNT.

Messrs. WILSON, BRISTOW, & CARPMAEL,
1, Copthall Buildings.

(Copy.)

Messrs. WILSON & Co. to CROWN AGENTS.

1, Copthall Buildings, London, E.C., 10th November, 1871.

TASMANIAN RAILWAY.

GENTLEMEN,

We beg to acknowledge the receipt of Mr. Sargeaunt's letter of the 6th instant.

The Tasmanian Main Line Railway Company (Limited) has been duly enrolled and registered under "The Joint Stock Companies Act," and we enclose a copy of the Certificate of the Registrar of such registration. We hold the original Certificate, but will produce it for your inspection at any time.

We are afraid that some little delay must necessarily take place in the execution of the Contract by the Company, in consequence of the sudden illness of their Engineer, Mr. Wylie, who was unable either to return to this country or to send home his Reports by the last Mail.

We understand, however, that Captain Coote, who accompanied Mr. Wylie over all the surveys, is on his way home with all necessary information, and on his arrival we shall have the pleasure of communicating with you again.

We have, &c.,

(Signed) WILSON, BRISTOW, & CARPMAEL.

*The Crown Agents for the Colonies,
Spring Gardens, S.W.*

[ENCLOSURE.]

(No. 4808.)

(N. L. 4599.)

CERTIFICATE of INCORPORATION of the Tasmanian Main Line Railway Company, (Limited).

I HEREBY certify that the Tasmanian Main Line Railway Company, (Limited), is this day incorporated under "The Companies Act, 1862," and that this Company is Limited.

Given under my hand at London, this seventeenth day of March, one thousand eight hundred and seventy.

(Signed) E. C. CURZON, Registrar of Joint Stock Companies.

Fees—£50.

S. 18.

*Tasmania,
Colonial Secretary's Office, 30th December, 1871.*

GENTLEMEN,

I HAD the honor to transmit to you on the 15th August last the Contract agreed upon between the Governor in Council and the Tasmanian Main Line Railway Company (Limited), to be delivered to that Company upon your receiving the Counterpart of the Agreement duly executed.

In the event of a non-compliance by the Company in the due execution of the Contract before this letter reaches you, I have to request that you will immediately, on the receipt of this communication, give the Company notice in writing that, unless the Counterpart of the Contract is delivered to you duly executed within one month, you will decline the exchange of Agreements entrusted to you.

Should the Company fail to comply with the terms of the notice to be given to them, you will at once return to this Colony the Contracts I transmitted to you, and acquaint me by Telegram that you have done so.

I have, &c.,

(Signed) J. M. WILSON.

*The Crown Agents for the Colonies,
No. 5a, Spring Gardens, London, S.W.*

*Offices of the Crown Agents for the Colonies, Spring Gardens,
London, S.W., 7th February, 1872.*

SIR,

ADVERTING to my letter of the 29th November last, I transmit for your information copy of a further communication from Messrs. Wilson, Bristow, & Carpmael, explaining the cause of the delay in executing the Contract for the Tasmanian Main Line Railway.

I have the honor to be,

Sir,

Your most obedient Servant,

W. C. SARGEAUNT.

The Hon. the Colonial Secretary, Tasmania.

(Copy.)

1, Copthall Buildings, London, E.C., 5th February, 1872.

TASMANIAN MAIN LINE RAILWAY COMPANY.

SIR,

WE beg to acknowledge the receipt of your letter of the 26th instant, to which we have delayed day after day sending answer, in the expectation that we should be able to announce that the Company's plans were matured, and that they were ready to take up the Contract.

We expect very shortly to be able to make this announcement, and are, &c.,

(Signed) WILSON, BRISTOW, & CARPMAEL.

W. C. SARGEAUNT, Esq.

Offices of the Crown Agents for the Colonies, Spring Gardens,
London, S.W., 23rd February, 1872.

SIR,

I HAVE to acknowledge the receipt of your letter of the 30th December last, and in compliance with your request the Crown Agents for the Colonies have given notice to the Solicitors to the Tasmanian Main Line Railway Company, Limited, that unless the Contract is duly executed by the Company and delivered at this Department within a month from yesterday, the Crown Agents will decline to exchange the counterparts.

I may add, however, that a letter was received yesterday from Messrs. Wilson, Bristow, and Carpmael, stating that the arrangements of the Company were so far advanced that the seal of the Company could be affixed to the Contract very shortly.

I have the honor to be,

Sir,

Your most obedient Servant,

W. C. SARGEAUNT.

The Hon. the Colonial Secretary, Tasmania.

Offices of the Crown Agents for the Colonies, Spring Gardens,
London, S.W., 19th March, 1872.

SIR,

WITH reference to your letters noted in the margin* I return to you herewith the counterpart of the Contract entered into between the Government of Tasmania and the Tasmanian Main Line Railway Company, Limited, for the construction, maintenance, and working of a Main Line of Railway between Hobart Town and the northern side of the Island.

The Contract has been signed by the Secretary of the Company, and the Company's corporate seal has been affixed to it.

I have the honor to be,

Sir,

Your most obedient Servant,

W. C. SARGEAUNT.

The Hon. the Colonial Secretary, Tasmania.



This Contract made the 15th day of August, A.D. 1871, between His Excellency CHARLES DU CANE, Esq., Governor of Tasmania, by and with the advice and consent of his Executive Council, for and on behalf of the Government of Tasmania, and in respect of the acts and observances herein expressed to be obligatory upon the Governor and Council or the Government, and hereinafter called "The Governor," of the one part, and the Tasmanian Main Line Railway Company, Limited, for and in respect of the acts and observances herein expressed to be obligatory upon the Company, and hereinafter called "The Company," of the other part. ~~Witnesseth~~ that in pursuance and exercise of the powers given by the Acts of the Parliament of Tasmania, 33 Vict. No. 1, passed the 22nd October, 1869, the short title whereof is "The Main Line of Railway Act," and 34 Vict. No. 13, passed the 18th October, 1870, the short title whereof is "The Main Line of Railway Amendment Act," and which two Acts are hereinafter referred to as the Main Line Railway Acts, and in pursuance and exercise of all other powers given or reserved to or possessed by the Governor of Tasmania in that behalf and for accomplishing and carrying into effect the objects and purposes authorised or contemplated by the said Acts, **it is agreed** as follows:—

* 15 August, 1871, and 30 December, 1871.

1. The Company shall construct, maintain, and work a Main Line of Railway between Hobart Town and Launceston, or between Hobart Town and any point on the Launceston and Western Railway, with running powers over that Railway to Launceston, subject to and in accordance with the conditions set forth in the schedule at the foot hereof, which construction, maintenance, and working are included in the expression "the said undertaking" herein used.

2. The Governor may add to, alter, and vary the said conditions mentioned in the said Schedule, but so that the conditions as 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.

3. The conditions as so set forth, or as so added to, altered, or varied, shall be treated and considered as part of the Contract, and fulfilled by the Governor and Company accordingly.

4. The Governor hereby confers upon the Company all rights, powers, privileges, and immunities, and guarantees to the Company all benefits which, by the said Main Line Railway Acts or any Acts incorporated therewith, or by the Act 33 Victoria, No. 21, passed 22nd October, 1869, or otherwise howsoever the Governor is authorised to confer, create, use, exercise, delegate, or guarantee for the purposes or in reference to the said undertaking and the connection thereof with the Launceston and Western Railway, with running powers over the said last-mentioned Railway, and also power to lay down an additional rail or rails, and to execute and do all such works as may be necessary to connect such Main Line of Railway with the said Launceston and Western Railway, and including especially the leases of Crown Lands which the Company may require for the purposes of the said undertaking.

5. The Governor hereby especially guarantees to the Company Interest at the rate of £5 per cent. per annum upon the money actually expended in and for the purposes of the construction of the said Main Line of Railway up to and not exceeding the sum of £650,000 during Four years of the period of construction, commencing from the date of this Contract, and for a period of Thirty years from the opening of the entire Line for traffic; and such Interest will be payable as follows:—

The Company shall pay into the Bank of New South Wales in London, or some other Bank approved of by the Governor, to the credit of the Company, the money raised by them for the construction of the said Railway as the progress of the works may require; and such sums, of not less than £25,000 in amount, shall bear interest at the specified rate from the date at which they are paid in.

Not more than £250,000 shall be paid into the said Bank in any one year, and no greater sum than £100,000 shall be kept idle at the Bank for a period exceeding Three months.

The Company shall with each payment forward to the Colonial Secretary, to his office in Hobart Town, a receipt from the Manager of the said Bank showing that the money has been duly paid to the credit of the Company; and before the Interest is actually paid by the Governor, shall produce to him or whom he may appoint vouchers or documents showing that the money (within the limitation named) has been actually expended for the purposes of the construction of the said Railway. The Interest will be paid in cash quarterly to the Company's Bankers in Hobart Town.

6. No sum shall be payable for guaranteed interest for any period during which the Company do not continue to maintain and work the said Line of Railway in an efficient manner so as to afford all sufficient station accommodation and due facilities for the passenger and goods traffic of every portion of the Line.

7. The main object for which the Company has been formed having been the construction, maintenance, and working of the said Railway, there shall be allowed as forming the first instalment of the cost of construction a sum of £25,000, but no more, which sum it is agreed shall be deemed to cover all preliminary expenses, including the expenses of the formation of the said Company, the negotiation with the Governor, and all engineering and other expenses, prior to the 1st day of January, 1871.

8. After the entire Line is opened for traffic, the Company shall furnish to the Governor at the close of each quarter (viz. on the 31st day of March, the 30th day of June, the 30th day of September, and the 31st day of December in each year) an Abstract of their receipts and expenditure for the preceding quarter so far as the same can be made up in the Colony; and the Governor shall be bound to pay to the Company in Hobart Town quarterly, within Fourteen days next after the delivery of each of such Abstracts, such amount of money as will with the profit (if any) of the preceding quarter make up interest at the rate of £5 per cent. per annum on £650,000 (or such less sum as the said Railway and works may cost), and so on from quarter to quarter.

9. Any accounts not adjusted by the Company in any one quarter shall be brought into account in the succeeding quarter, or as soon as the same can be adjusted in the Colony.

10. The Company shall provide satisfactory vouchers or other evidence of all payments made by them when required so to do by the Governor or whom he may appoint.

11. So long as the Governor shall be liable to pay and shall be called on to pay interest as hereinbefore agreed, the Governor may appoint some person or persons with full power to enter upon the Offices and Stations of the Company, and to examine and audit all Books and Accounts of the Company, so as to check any such Abstract as hereinbefore mentioned; and the Company shall furnish every facility for the purpose of verifying any such Abstract.

12. If the profits of the undertaking for any quarter reach an amount equivalent to interest at the rate of £5 per cent. per annum on the outlay (limited as aforesaid), the Governor shall not be bound to

make any contribution in the nature of guaranteed interest for that quarter, unless in respect of some account which has not been adjusted in a previous quarter, and in respect of which the Governor is liable to pay interest.

13. If in any quarter the profits of the undertaking reach but do not exceed a sum equivalent to Six Pounds per cent. per annum on such outlay, the Company is to retain all such profits. If the profits exceed £6 per cent., the Company shall pay to the Governor one-half of all profits over £6 per cent., and so in every quarter until the Company shall have repaid to the Governor, without interest, all moneys which the Company may have at any time previously received from the Governor on account of the Guarantee hereinbefore contained: when and so soon as all moneys which have been advanced or paid by the Governor for interest have been repaid to the Governor, the profits of the said undertaking shall not be divisible, but shall belong exclusively to the Company; but this clause shall not prejudice the authority of the Governor to reduce the fares, which is hereinafter contained.

14. If in any quarter during the said period of 30 years the profits of the said undertaking shall not reach an amount equivalent to £5 per cent. per annum on such limited outlay as aforesaid, then (notwithstanding the Governor may not have been liable to pay, and may not have paid any contribution on account of the previous quarter,) the liability of the Governor to pay or make up the rate of interest to £5 per cent. shall again arise or revive, and so on from time to time during the whole of the said stipulated period of 30 years; the true meaning and intention of this Agreement and of the contracting parties being that the Company may at all times during the said period receive interest, at the rate of at least £5 per cent. per annum upon the money expended by them (limited as aforesaid to the said sum of £650,000), either from the profits of the undertaking or from the Governor.

15. All profits arising during the period of construction from the working of sections or portions of the Line which may be opened for traffic shall (until the whole Line shall be opened for traffic) belong exclusively to the Company.

16. The Company shall be bound at all times from and after the completion and opening of the said Railway to keep and maintain the same and the Rolling-stock, and generally the whole undertaking, in good and efficient repair and working condition.

17. The undertaking, with all its incidents, benefits, and privileges, both existing and prospective, may be purchased by the Governor at any time after the Line shall have been opened for traffic, upon giving Twelve Months notice in writing to the Company both in London and in Tasmania, at a price to be fixed, failing agreement, by a majority of Five valuers, Two to be named by the Governor, Two by the Company, and One to be chosen by the Four valuers first appointed.

18. The obligations of the Governor and Company under this Contract are to be correlative and dependent; the fulfilment of the obligations of the Governor being dependent upon the fulfilment of the obligations of the Company, and *vice versa*.

19. This Contract is made subject to the provisions of "The Main Line Railway Acts" of the Parliament of Tasmania hereinbefore recited; and each of the contracting parties agrees to abide by such provisions, save so far as they may be herein expressly modified, or they may hereafter be altered, added to, or varied by mutual consent.

20. Nothing in this Contract contained shall be deemed or construed to impose a personal obligation upon the Governor, who contracts for and on behalf of the Colony of Tasmania and under the authorities aforesaid.

21. Both parties hereto will from time to time do all such acts, matters, and things, and execute all such grants, demises, deeds or instruments, as may be necessary or desirable for giving full and complete effect to this Agreement and every part thereof.

22. This Contract will be executed by the Governor as aforesaid in Tasmania, and a counterpart thereof will be executed by the Company in London; but the date of this Contract shall for the purposes of this Agreement be deemed and taken to be the day on which the said counterpart shall be executed by the Company in London.

23. All Notices required or which may be necessary by this Contract to be given by the Governor to the Company, or by the Company to the Governor, may be served on the Governor by leaving the same with the Colonial Secretary for the time being of Tasmania at his Office in Hobart Town aforesaid, and may be served upon the Company by leaving the same at their office in Hobart Town aforesaid, or at their Office in London, or by serving the same on one of the Directors of the Company for the time being resident in London.

24. All powers herein or in any Act referring to this Railway contained, given, or reserved to the Governor or the Governor in Council shall and may be exercised by the Governor for the time being or the Officer administering the Government of Tasmania from time to time by and with the advice of his Executive Council as the case may require.

25. The Company shall, before receiving any Interest under this Agreement, be incorporated in Tasmania, or otherwise made capable of suing and being sued in Tasmania.

Signed, sealed, and delivered by the
above-named CHARLES DU CANE,
Esquire, Governor of Tasmania, at
a meeting of the Executive Council
held at Hobart Town this day, the
same being signed in the presence of
and by and with the advice of us
the Members of the said Council. J

CHARLES DU CANE. (L.S.)

J. M. WILSON, *Colonial Secretary.*
THOS. D. CHAPMAN, *Colonial Treasurer.*
W. R. GIBLIN, *Attorney-General.*
HENRY BUTLER, *Minister of Lands and Works.*
J. A. DUNN, *M.E.C.*

The Seal of the said Company was affixed
hereto in the presence of the undersigned,
in pursuance of an order of the Board the
fifteenth day of March, 1872.

J. B. DAVISON, *Secretary.* (L.S.)

G. W. BROWN, 12, *Spring Gardens.*

THE SCHEDULE REFERRED TO IN THE FOREGOING CONTRACT.

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.

The exact points of the Termini of the said Railway shall be fixed by the Company.

The Company shall also have the right to run into the Launceston and Western Railway at any point they may consider most advantageous, and to lay down a rail or rails upon that Line from the point of junction to the Terminal Station at Launceston, so as to allow the Company's Rolling Stock to run over that portion of the Launceston and Western Railway.

The Works shall be commenced within Six calendar months after the date of this Contract, and after commencement shall be diligently prosecuted until completion.

The whole of the said Works shall be completed and the said Railway opened for traffic throughout within the period of Four years from the date of the Contract, under a penalty of £20 for every day's delay beyond that period, unless it can be shown that the delay has arisen from strikes or other circumstances beyond the reasonable control of the Company.

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.

The gauge of the Railway shall be 3 feet 6 inches.

The Bridges shall be constructed of brick, stone, iron, or timber, as the Company's Engineer may determine; but in any construction the Bridge to be so designed and built as to have a strength sufficient to bear a strain without breaking four times greater than can be put upon it with the heaviest Rolling Stock on the Line, or otherwise so as to comply with the regulations as to strength of the English Board of Trade.

The weight of the Rails shall average forty pounds to the yard.

The Sleepers shall not be less than 6 feet 6 inches in length by $8 \times 4\frac{1}{2}$ inches in breadth and depth, and to be half round or squared timber, and fastened with dog spikes or other equally efficient fastening.

The Ballast of the Line shall not be of less width than 8 feet 6 inches, nor of less depth than 18 inches from top of rail.

No curve on the said Railway shall have a less radius than four chains, and no gradient shall be steeper than 1 in 40.

The Station Buildings shall be built of brick, stone, iron, or wood, and with such offices and accommodations as the Company's Engineer may consider necessary.

When the said Railway is completed and opened for traffic, at least four Trains shall run daily upon the said Line throughout its entire length; namely,—Two Trains daily from Hobart Town to the opposite Terminus, and two trains daily from the opposite Terminus to Hobart Town; and such Trains shall be of such capacity and shall start at such hours as the Governor may from time to time determine, having

reference to the exigencies of a single Line of Railway, and the general convenience in the working of the Railway as well as regards the Company as the Public.

The minimum average speed at which such trains shall travel shall be for one daily train each way 23 miles an hour, and for the other daily train each way 10 miles an hour, including all stoppages and detentions.

The maximum fare for passengers travelling on the said Railway shall not exceed Three-pence per mile for First Class Passengers, and Two-pence per mile for Second Class Passengers, and the rate for goods shall not exceed that charged from time to time upon the Government Railways in Victoria: Provided that, when in any year the profits of the said Railway arising from the traffic thereon shall exceed £10 per cent. upon the actual outlay, the Governor shall have power to require the Company to reduce the fares for passengers so as such reduction shall not diminish the profits of the Railway below £10 per cent.

All first and second class passenger carriages are to be covered, and to contain seats for all passengers.

All tolls for passengers or goods to be charged equally to all persons, and at the same rates, without preference, favour, or otherwise.

Children under 3 years of age accompanying passengers by such train to be taken free of charge, and children of 3 years and upwards, but under 12 years of age, at half the charge for an adult passenger.

Each First Class Passenger to be allowed 75 lbs., and each Second Class Passenger 56 lbs. of luggage free, not being merchandise or goods carried for profit or hire; any excess of luggage to be charged by weight, at a rate not exceeding the lowest rate of charges for passengers' luggage by other trains on Victorian Lines of Railway.

The Company shall carry all mails to and from all Townships, Stations, and places along the line upon such terms as may from time to time be agreed upon between the Governor and the said Company, and until otherwise agreed it is stipulated as follows:—

Every train to carry mails if required to do so by the Postmaster-General.

The mails to be accompanied by a Guard, or to be without a Guard, at the option of the Postmaster-General.

The Postmaster-General may require the whole inside of a carriage to be exclusively appropriated for the purpose of carrying mails.

The Postmaster-General may require separate carriages for the purpose of sorting letters during transit.

Mail-guards are to be deemed Second Class Passengers.

The Company to receive such remuneration for the mail service as may be agreed on, and in case of difference to be settled by arbitration.

The mail service not to be suspended or postponed by reason of the amount of remuneration not having been fixed upon, or of the award not having been made.

The amount of remuneration for mail service may again be considered when it has been in force for three years.

The Postmaster-General may put an end to mail services on giving three months' notice.

The Company may establish, work, and use for their own profit a line of Electric Telegraph upon the Railway.

Government Messages shall have priority, if required; and subject to the use of the Company, and to the priority (if any) claimed by the Governor, the Telegraph to be open for receiving and sending Messages by all persons alike, without favour or preference.

The Governor may erect a Telegraph along Line of Railway for Government use only, on reasonable compensation to Company.

The amount in case of difference to be settled by Arbitration; and, subject to a prior use for Government purposes, the Railway may use the Telegraph on terms to be agreed upon with the Governor, or in case of difference to be arbitrated.

Any reference to Arbitration of any dispute between the Governor and the Company shall, where not otherwise provided, be carried out in the manner provided by *The Lands Clauses Act*, (21 Vict. No. 11, Secs. 14 to 26 inclusive), so far as the said provisions can be applied.

Witnesses—

J. M. WILSON.
THOS. D. CHAPMAN.
W. R. GIBLIN.
HENRY BUTLER.
J. A. DUNN.

CHARLES DU CANE.

GEORGE SHEWARD.

Tasmania,
Colonial Secretary's Office, 16th May, 1872.

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your letter, under date the 19th March last, forwarding the Counterpart of the Contract entered into between the Government of this Colony and the Tasmanian Main Line Railway Company, Limited, for the construction, maintenance, and working of a Main Line of Railway between Hobart Town and the Northern side of the Island.

The Contract is duly executed on the part of the Company, and I have to express the appreciation of the Government for the careful and prompt manner in which you carried out the duties entrusted to you in this important transaction.

I have, &c.,

(Signed) J. M. WILSON.

The Crown Agents for the Colonies.

Viâ Brindisi.

Tasmanian Main Line Railway Company, Limited,
4, Great Winchester-street Buildings, London, E.C., 19th April, 1872.

SIR,

I HAVE the honor to inform you that the Contract with the Tasmanian Government has been taken up by this Company, and was sealed with the Common Seal of this Company on the 15th ultimo, in the presence of a representative from the Office of the Crown Agents for the Colonies; also, that subscriptions have been invited from the public for £650,000 Bonds of the Company, the whole of which have been taken up. And further, that a contract for the due execution of the work has been entered into with Messrs. Edwin Clark, Punchard, & Co., of London, who have sent out a staff by the present Mail to organize the immediate commencement of the Railway.

Mr. Audley Coote also proceeds to the Colony by the present Mail, authorized to represent the Company there.

Mr. Charles H. Grant, who has also started for the Colony, will be the Engineer of the Company in Tasmania.

I am requested to add, that the Directors have every confidence that the Railway will be completed within the time allowed by the Contract, and to the satisfaction of the Colonial Government.

I have the honor to be,

Sir,

Your most obedient Servant,

GEORGE SHEWARD.

J. M. WILSON, *Esq.*, *Colonial Secretary,*
Hobart Town, Tasmania.

Tasmania,
Colonial Secretary's Office, 13th June, 1872.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 19th April last, acquainting me that the Contract with the Tasmanian Main Line Railway Company was sealed with the Common Seal of the Company on the 15th March, and that a Contract for the execution of the work has been entered into by the Company with Messrs. Edwin Clark, Punchard, & Co., and that the Company's capital has been readily subscribed to the full extent of Six hundred and fifty thousand Pounds.

I am happy to be able to congratulate the Company on the successful inauguration of this undertaking, in which the Government of Tasmania is so largely interested, and am glad to learn from you that the Directors entertain a confident expectation that the Railway will be completed within the time allowed by the Contract.

I have the honor to be,

Sir,

Your most obedient Servant,

J. M. WILSON.

GEORGE SHEWARD, *Esq.*, *Chairman Tasmanian Main Line*
Railway Company, Limited.

Via Brindisi.

*Tasmanian Main Line Railway Company, Limited,
4, Great Winchester-street Buildings, London, E.C., 19th April, 1872.*

SIR,

I HAVE the honor to inform you that, in accordance with the 5th Clause of the Contract made the 15th August, 1871, between His Excellency the Governor of Tasmania and this Company, which was sealed in London on the 15th ultimo, the sum of £150,000 was paid on the 12th instant, and £100,000 this day, making together £250,000 paid into the Bank of New South Wales to the credit of this Company for the purposes of the construction of the Railway, and I enclose the receipts of the Manager of the Bank for these amounts.

I am, Sir,

Your most obedient Servant, -

J. B. DAVISON, *Secretary.*

J. M. WILSON, *Esq., Colonial Secretary,
Hobart Town, Tasmania.*

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

SIR,

I HAVE the honor to acknowledge the receipt of your letter dated the 19th April last, informing me that in accordance with the 5th Clause of the Contract made between the Governor of Tasmania and the Main Line Railway Company, Limited, the sum of £250,000 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 me receipts of the Manager of the Bank for that amount.

I have the honor to be,

Sir,

Your most obedient Servant,

J. M. WILSON.

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