

(No. 75.)



1891.

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PARLIAMENT OF TASMANIA.

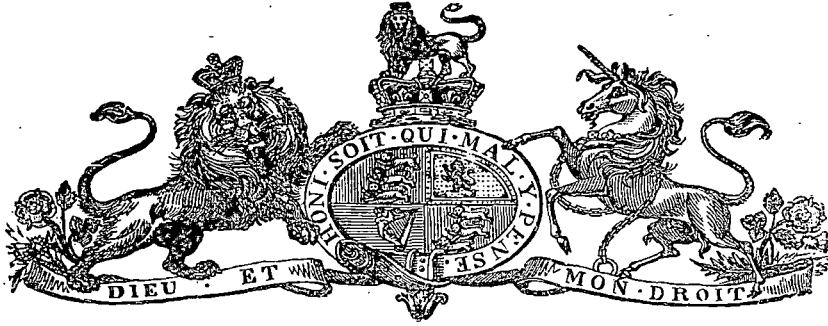
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ORE DRESSING COMPANY:

CORRESPONDENCE.

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Laid upon the Table by the Minister of Lands, July 31, and ordered by the House of Assembly to be printed, August 5, 1891.



*The Broken Hill Ore Dressing and Smelting Company, No Liability,  
51, Temple Court, Collins-street, Melbourne, 10th April, 1891.*

SIR,

I HAVE the honor to inform you that, as we are commencing the laying out of the tram line to connect the smelting works with the lime deposits and the Dundas silver mines in connection with the easement obtained, my Board of Directors are anxious to know whether on certain terms your Government will "horse" the line and conduct the traffic thereon.

It is very important to us to know your views on the subject, as in the event of your acceding we will withhold our order for rolling-stock, which should be given at once.

With regard to the nature of the line we are laying, I have adopted the gauge and the limit of grades and curves of the Strahan line, and projected the works to be in all respects similar and equally substantial to Government lines.

So much do we wish to conform with the Government standard of construction, that should you favourably consider our request to "horse" the line, we would be prepared to pay the salary of a superintendent of works appointed by your Government.

I am under the impression that, considering the line will not exceed seven miles, two engines and forty five-ton trucks will in the first instance be sufficient rolling-stock. Awaiting your answer,

I have the honor to be,

Sir,

Your obedient Servant,

CHARLES E. HOGG.

*The Honorable the Minister for Lands and Works, Tasmania.*

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FORWARDED to the Engineer-in-Chief.

H. E. PACKER, *for Minister.*  
18. 4. 91.

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I SHALL be glad to have the views of the General Manager hereon, in consultation.

ALFRED T. PILLINGER.  
21. 4. 91.

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*Tasmanian Government Railways,  
General Manager's Office, Hobart, 30th April, 1891.*

MEMO. FOR HON. MINISTER OF LANDS AND WORKS.

Smelting Company's Tramway, Henty Valley.

REFERRING to your Minute of 21st instant, on the subject of Mr. Hogg's letter of the 10th idem, I have given this matter careful consideration, and cannot see my way to work this line in the same manner as we have agreed to do that of the Dundas Tramway Company.

In the latter case the tramway, for all practical purposes, simply forms a short extension of the Zeehan Line, and consequently both lines are worked by the same train service. To provide rolling stock for Mr. Hogg's proposed line would necessitate an expenditure of £20,000. I do not suppose Parliament would agree to this outlay, nor can I see any reason why the Company should not provide their own rolling-stock.

I take it that the Government having granted Mr. Hogg's company a concession, it is their desire to encourage the work as much as possible. It is also, I think, desirable to avoid dual control in the working of traffic.

Bearing all this in mind, I beg to recommend—

- 1st. That the Government undertake to work the traffic on Mr. Hogg's line, provided that the line be constructed of a suitable character in every respect, and that it be passed by the Engineer of existing lines as complying with this condition.
- 2nd. That Mr. Hogg's company furnishes such rolling-stock from time to time, and of such quality and make, as the General Manager of the Government Railways may determine to be necessary. The General Manager's ruling as to such rolling-stock in all particulars to be under this agreement indisputable and binding on all parties; compulsory clauses to be drawn by Crown Law Officers.
- 3rd. That the line shall be entirely controlled by your General Manager, who shall employ this stock as he shall deem most expedient.

If the Company agree to these proposals, a rate per mile can be quoted for working, including the necessary terminals, minimum rates &c.

I think this is an equitable arrangement, and one which will protect the Government in every way.

FRED. BACK, *General Manager.*

*The Broken Hill Ore Dressing and Smelting Company, No Liability,  
51, Temple Court, Collins-street, Melbourne, 2nd May, 1891.*

SIR,

I BEG to acknowledge the receipt of the proposal made by the General Manager for Railways regarding the managing of the Broken Hill Ore Dressing and Smelting Company's line now under construction, so far as the permanent survey is concerned, and which is to run up the valley of the Henty. On behalf of my Company I beg to accept that proposal. I have also to acknowledge the receipt from your Department of certain working drawings, which, in accordance with our conversation of 1st May, are, where practicable, to be followed in the construction of the line referred to.

I have, &c.

CHARLES E. HOGG.

*To the Honorable the Minister of Lands and Works, Hobart.*

*Stone Buildings, Hobart, 5th June, 1891.*

SIR,

WE have the honor to enclose letter from Mr. Charles E. Hogg, Managing Director of the Broken Hill Ore Dressing and Smelting Company, of Melbourne, relative to construction of line of railway to the West Coast. Any communications for Mr. Hogg may be addressed to our care.

We have, &c.

*The Hon. the Minister of Lands and Works.*

ROBERTS & ALLPORT.

*Hobart, 3rd June, 1891.*

SIR,

Great Western Railway.

I HAVE the honor, referring to the recent interview which you were good enough, together with the Honorable the Chief Secretary, to accord me, to place before you, as suggested for consideration of the Government, the following alternate proposals for survey, construction, and working of a line of railway from the silver fields on the West Coast to the Derwent Valley Railway; and in making these proposals I wish it to be understood that, as Managing Director of the Broken Hill Ore Dressing and Smelting Company, I am writing on behalf of that Company and others interested in the working of the tramway from the 25-mile peg on the Strahan and Zeehan Line up the valley of the Little Henty River (2nd branch), the construction of which has been already authorised by your Government:—

1. The primary object is to bring the already developed mineral fields of the West Coast and the intervening argentiferous belt of country into direct railway communication with Zeehan and Hobart by connecting with the Government lines, and also with any future line to the North-West Coast.
2. I propose that the line shall be constructed on the basis of the present Government lines.
3. The Government to have the right to purchase the line on terms to be hereafter agreed upon.
4. The consideration for the construction of the line shall be a grant of 4000 acres (in alternate blocks) per mile of railway constructed, such blocks to be either along the line, or, if land not suitable, within reasonable distance of the line.
5. Or a guarantee equal to  $2\frac{3}{4}$  per centum per annum (but not exceeding £25,000) upon the average cost of the railway lines hitherto constructed in the Colony,—which I understand to be the sum of £7500 per mile, and which guarantee it may be reasonably anticipated would be met by the increased earnings on the existing Government lines.
6. Further, a right to construct branch lines as feeders, on conditions to be hereafter agreed upon.
7. Running powers to be granted over Government lines at rates to be hereafter fixed.
8. Right to construct telegraphs in connection with the working of the line.
9. Operations to be commenced within three months after passing of the requisite Act by Parliament, and the line to be completed within three years thereafter.

I trust that this proposal will have your early consideration, and that I may have an opportunity of meeting you again with a view to the matter being dealt with in Parliament during the early part of the coming Session.

I have, &c.

CHARLES E. HOGG.

*To the Hon. the Minister of Lands and Works.*

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CORRESPONDENCE, MOUNT DUNDAS AND ZEEHAN RAILWAY  
COMPANY.

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*Franklin Chambers, Trafalgar Place, Hobart, 16th January, 1891.*

SIR,

We have been instructed by Messrs. J. D. La Monte and J. W. Syme to ask you whether you would be willing to enter into negotiations with them with a view to giving them the necessary powers to construct a railway from a point on the Dundas Zeehan Railway at or near to Dundas to a point in North Dundas, near to the Pieman River, such railway to keep as near as practicable to the chief mining centres between these two points, and to be constructed subject to the same conditions in all respects as the Dundas Zeehan Railway?

The construction of such line of railway at an early date will tend to hasten the development of the whole of that part of the silver-field which lies at North Dundas, and between North Dundas and Dundas, by facilitating the carriage of the ore which is now being produced in the Sections near to the proposed line of railway?

We shall be obliged to have a reply from you at your earliest convenience, and our clients will be glad to confer with you on the matter at any time you may appoint.

We remain, &c.

LEWIS & GANT.

*The Hon. the Minister of Lands and Works, Hobart.*

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*Franklin Chambers, Trafalgar Place, Hobart, 11th March, 1891.*

SIR,

WE have the honor to call your attention to our letter of 16th January last, in which we asked, on behalf of Messrs. J. W. Syme and J. D. La Monte, whether you would be willing to enter into negotiations with these gentlemen with a view to giving them the necessary powers to construct a railway from a point on the Dundas Zeehan Railway at or near to Dundas to a point in North Dundas near the Pieman River. Up to the present time we have not received a reply to the letter, and, since writing, a Company has been floated and duly registered to take over the powers conferred on Messrs. La Monte and Russell by the Dundas and Zeehan Railway Act passed last year. The surveys of this Railway have been deposited, and work will be begun immediately.

On behalf of this Company, and with the concurrence of Messrs. Syme and La Monte, we have now received instructions to renew our application for permission to construct a branch of this Railway from a point (to be fixed upon) between the Henty River near Block 2108, in the name of T. Anderson, and the Post Office Store (M'Kinnon's) at Dundas, extending northwards to a point near the Melbourne and Ballarat Proprietary Company's block, North Dundas.

If you wish it, we will have much pleasure in conferring with you on the subject.

We remain, &c.

LEWIS & GANT.

*The Hon. the Minister of Lands and Works.*

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*Minister of Lands and Works Department, Hobart, 13th March, 1891.*

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your letter of the 11th instant, drawing my attention to a previous communication, in which, on behalf of Messrs. J. W. Syme and J. D. La Monte, you desired to enter into negotiations with the view of securing to these gentlemen the necessary powers to construct a railway from a point on the Dundas-Zeehan Railway at or near Dundas to a point in North Dundas near the Pieman River.

I am further advised that the powers conferred on Messrs. La Monte and Russell by the Dundas and Mount Zeehan Railway Act of last Session have been taken over by a registered company, on whose behalf you renew the application for power to construct the branch line of railway to North Dundas at the Pieman.

In reply, I must respectfully decline to enter into negotiations to confer the powers sought, and would suggest to you, as the proper means for attaining your object, that you should take steps to submit a private Bill to Parliament at its next Session.

I have, &c.

ALFRED T. PILLINGER, *Minister of Lands and Works.*

*Messrs. LEWIS & GANT, Solicitors, Hobart.*

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## COPY OF AGREEMENT

Hobart 11th June 1891.

WE CHARLES EDWARD HOGG and ROBERT SILVERS BLACK named in the Agreement hereunto annexed in consideration of the Minister entering into the said Agreement do hereby undertake and agree with the Minister that we or our representatives will from time to time during the continuance of the said Agreement indemnify and hold harmless the Minister and all persons acting under his authority in connection with the Railway and Telegraph Lines mentioned in the said Agreement of from and against all sum and sums of money damages costs charges and expenses or loss of any kind whatsoever for or by reason of any actions suits claims or demands whatsoever on account of any damage or injury which may be done or sustained by any person or persons whatsoever by reason of or in connection with the said Railway and Telegraph Lines whether the cause of such action or suit shall arise by way of tort or contract AND FURTHER that it shall be lawful for the Minister from time to time to deduct and retain the amount of all such damages costs charges and expenses out of any money which may be in the hands of the Minister for the time being under the provisions of this Agreement AND LASTLY that the said CHARLES EDWARD HOGG and ROBERT SILVERS BLACK will at any time hereafter when so required by the Minister in writing forthwith apply to the Parliament of Tasmania if then in Session or if not then to the next Session of the said Parliament for a Bill authorising the construction of the said Railway and Telegraph Lines such Bill to embody the terms contained in the said Agreement or such and so many of them as shall be then applicable.

As witness our hands the day and year above written.

CHARLES EDWARD HOGG.  
ROBERT SILVERS BLACK—

*By his Attorney*  
CHARLES EDWARD HOGG.

*Witness to both Signatures—*

CURZON ALLPORT *Solicitor Hobart.*

THIS INDENTURE made the eleventh day of June one thousand eight hundred and ninety-one BETWEEN THE MINISTER OF LANDS AND WORKS for the time being of Tasmania (hereinafter called the Minister) of the one part and CHARLES EDWARD HOGG of Melbourne in the Colony of Victoria Civil Engineer and ROBERT SILVERS BLACK of Zeehan in Tasmania Sharebroker of the other part WHEREAS the said Charles Edward Hogg by Application No. 44 has applied for a Machinery Site for Mining purposes but no lease in respect of such application has yet been issued AND WHEREAS the said Charles Edward Hogg and Robert Silvers Black by Application No. w have applied for a Lease to construct a Tramway over certain lands to be of the length of seven miles or thereabouts and bearing from the said Machinery Site North-easterly along the Valley of the Henty River No. 2 Branch AND WHEREAS it has been agreed between the parties hereto that when and so soon as the Lease for the said Machinery Site is issued and the said License to construct the said Tramway is granted that the said Tramway shall be constructed and managed in the manner and upon the terms and conditions hereinafter mentioned NOW THIS INDENTURE WITNESSETH that the parties hereto hereby agree the one with the other of them in manner following that is to say—

1. This Agreement is to take effect and to be construed as if the same had been executed immediately after the Lease for the said Machinery Site has been issued and the said License to construct the said tramway issued.

2. The said Charles Edward Hogg and Robert Silvers Black shall within Six months from the date hereof furnish to the Minister full and complete plans of the proposed Tramway (hereinafter called the said Railway) which plans shall be approved of and accepted by the Minister and the construction of the said tramway shall be in accordance with such plans.

3. The said Charles Edward Hogg and Robert Silvers Black shall on or before the Thirty-first day of August one thousand eight hundred and ninety-two build construct complete and fully equip the said Railway and have the same ready for traffic to the satisfaction of the Governor in Council.

4. The said Charles Edward Hogg and Robert Silvers Black shall construct the said Railway to the gauge of three feet six inches with curves of not less than five chains radius with steel rails of not less than forty pounds to the yard and a gradient not steeper than one in forty in a substantial manner for the carriage of vehicles at a rate of at least eighteen miles an hour with a load of not less than eight tons upon each axle of such vehicle and shall maintain such Railway subject to the above provisions as to the weight and speed of vehicles thereon to the satisfaction of the Governor in Council or such officer as he may appoint.

5. The said Charles Edward Hogg and Robert Silvers Black shall from time to time upon the request in writing of the General Manager of Railways for the time being find and provide and place upon the said Railway all engines carriages and trucks and other vehicles and shall also erect and construct all such sidings buildings and appliances of every kind upon or in connection with the said Railway which the said General Manager shall consider necessary for the proper conduct of the traffic upon the said Railway and in this respect the decision of the said General Manager shall be final and conclusive but such engines carriages trucks and other vehicles when so provided shall not be used by the Minister save and except upon the Railway to be constructed under this agreement unless the Minister shall provide other engines carriages trucks and other vehicles in the place of any which may be used otherwise than upon the line of Railway to be constructed under this Agreement.

6. The rates and tolls to be charged upon the said Railway shall not exceed those charged upon the Zeehan Railway.

7. If the Minister shall at any time after the expiration of Ten years from the date hereof be desirous of resuming possession of the land upon which the said Railway is erected he shall be entitled to do so upon giving to the said Charles Edward Hogg and Robert Silvers Black six months' notice in writing of such his intention and the service of such notice shall be deemed sufficient if the same is delivered at either terminal station of the said Railway and at the expiration of the said notice the said Railway and all buildings and constructions connected therewith and all engines carriages rolling stock tools implements goods chattels and things in any way connected with the said Railway shall be vested in and become the property of the Minister who shall be entitled to take immediate possession thereof subject however to the payment of the compensation hereinafter mentioned.

8. In the event of the Minister resuming possession of the said lands and taking possession of the said Railway as aforesaid the Minister shall pay to the said Charles Edward Hogg and Robert Silvers Black compensation therefor the amount thereof to be agreed upon between the Minister and the said Charles Edward Hogg and Robert Silvers Black and in case of any difference the amount thereof shall be referred to and ascertained by two Arbitrators one to be appointed by the Minister and the other by the said Charles Edward Hogg and Robert Silvers Black or their representatives for the time being or by an Umpire to be appointed by the said Arbitrators before proceeding in the matter of such reference and such reference shall be conducted in all respects and have the same incidents as a reference under the Common Law Procedure Act No. 2 Provided that in no event shall the amount of compensation to be paid by the Minister exceed the amount of the actual cost of the construction of the said Railway (exclusive of any promoters' expenses) with an amount added equal to twenty per centum on such cost of construction.

9. In the event of the Minister resuming possession under the last preceding clause he shall pay to the said Charles Edward Hogg and Robert Silvers Black or their representatives the value of all engines carriages trucks vehicles and other chattels provided for the said Railway by the said Charles Edward Hogg and Robert Silvers Black and in actual use in connection therewith at the time of resuming possession as aforesaid such valuation to be ascertained by arbitration as provided by the last preceding clause.

10. When and so soon as the said Railway shall be constructed and the rolling stock placed thereon to the satisfaction of the Minister the General Manager of Railways for Tasmania for the time being shall take the absolute control and management thereof for and on behalf of the Minister and the Minister shall find and provide all materials and labour for the purpose of carrying on the said Railway and the traffic thereon in an efficient manner.

11. The said Charles Edward Hogg and Robert Silvers Black or their representatives shall and will from time to time pay to the Minister in cash the actual cost of all reasonable works of renewal or construction which shall be paid by the Minister in connection with the said Railway within fourteen days after an account of such cost shall be delivered by the Minister to the said Charles Edward Hogg and Robert Silvers Black or their representatives and any dispute in reference to any of the items of such costs shall be referred to arbitration in the manner hereinbefore provided in Clause 8 of this Agreement.

12. The said Charles Edward Hogg and Robert Silvers Black or their representatives for the time being shall at their own expense allow and provide for such crossings on the said line of Railway for public or private convenience as shall from time to time be required or approved by the Minister.

13. The said Charles Edward Hogg and Robert Silvers Black shall keep an account of all moneys from time to time expended by them in the construction work of the said Railway which account shall be open to the inspection of the Minister or any person whom he may appoint at all times.

14. The Minister shall have power from time to time until the said Railway shall be completely constructed and equipped to appoint some person to inspect all materials and goods purchased and used or to be used in the construction thereof and to inspect check and audit all accounts and claims for money to be paid for or in respect of such materials and goods and before any such accounts or claims shall be brought into account for the purpose of fixing and determining the amount expended in the construction and equipment of the said Railway the same shall be approved by the Minister.

15. The Minister shall at all times during the currency of the said License efficiently manage maintain and conduct the said Railway in a proper and efficient manner so as to provide for all the traffic thereon.

16. The Minister shall receive all the gross receipts and income of the said Railway and in consideration of the Minister working and maintaining the said Railway in accordance with this Agreement the Minister 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 all moneys which shall have been expended by the Minister under this Agreement in the maintenance and working of the said Railway and to pay the balance of such gross receipts and income to the said Charles Edward Hogg and Robert Silvers Black or their representatives for the time being.

17. The Minister shall render accounts to the said Charles Edward Hogg and Robert Silvers Black or their representatives monthly of receipts and expenditure and shall make monthly payments of revenue to the said Charles Edward Hogg and Robert Silvers Black or their representatives in accordance with the last preceding clause.

18. If the one-fifth part of the receipts and income of the said Railway shall not in any month during the continuance of this Agreement amount to a sum equal to Four Pounds for each tram run during that time from the said machinery site to the terminus at the other end of the said Railway and from such terminus to the said machinery site then the said Charles Edward Hogg and Robert Silvers Black for themselves and their representatives guarantee to pay the Minister the sum of Four Pounds for each tram run by the Minister during such month under the terms of this Agreement and if the sum to be payable by the said Charles Edward Hogg and Robert Silvers Black or their representatives to the Minister shall not amount to a sum equal to Eight Pounds per day for such month then the said Charles Edward Hogg and Robert Silvers Black or their representatives will pay to the Minister such sum as will make the amount payable by them to the Minister under this clause equal to Eight Pounds per day during such month.

19. If at any time during the continuance of this Agreement through the default of the Government no trams shall be run when there is a necessity for running trams then the said Charles Edward Hogg and



Robert Silvers Black or their representatives shall not be called upon to pay the said sum of Eight Pounds per day during so long as such default shall continue.

20. The rate for passengers shall be Four-pence per mile first class and Three-pence per mile for second class or such other rate as the Governor in Council may from time to time appoint.

21. The said Charles Edward Hogg and Robert Silvers Black or their representatives shall construct a line of Telegraph in conjunction with the said Railway under the direction and to the satisfaction of the Minister and shall provide all instruments and other appliances for the proper and efficient carrying on of telegraphic communication along the said line of Railway which shall be handed over to and be under the management and control of the said General Manager of Railways conjointly with the said Railway. And the said Charles Edward Hogg and Robert Silvers Black shall from time to time find and provide all such instruments and appliances as shall be required in writing by the General Manager for the time being for the proper and efficient management of such telegraphic communication and will pay to the Minister all such sum or sums of money as he shall reasonably expend in and about the providing of such instruments and appliances within fourteen days after an account thereof shall be delivered to the said Charles Edward Hogg and Robert Silvers Black or their representatives and in case of dispute the matter shall be referred to arbitration as provided by Clause 8 of this Agreement.

22. The Minister shall retain one-fifth of the gross receipts of the said Telegraph service as a first charge thereon and after payment of all costs charges and expenses incurred in the working thereof including the costs of repairs and renewals shall pay the balance of such gross receipts to the said Charles Edward Hogg and Robert Silvers Black or their representatives.

23. All questions and disputes in connection with the construction working and maintenance of the said Railway shall be referred to the General Manager of the Government Railways for the time being and the Minister of Lands and Works for the time being or in case they shall disagree to such third person as they shall mutually appoint and the decision of the said General Manager of Government Railways and Minister of Lands and Works or of such third person as the case may be shall be final and binding on the parties hereto and their representatives.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the said Charles Edward Hogg in the presence of  
 CURZON ALLPORT  
 Solicitor Hobart.

CHARLES EDWARD HOGG. (L.S.)

Signed sealed and delivered by the said Charles Edward Hogg as the Attorney for and in the name and on behalf of the said Robert Silvers Black in the presence of  
 CURZON ALLPORT.

ROBERT SILVERS BLACK (L.S.)  
 by his Attorney  
 CHARLES EDWARD HOGG.