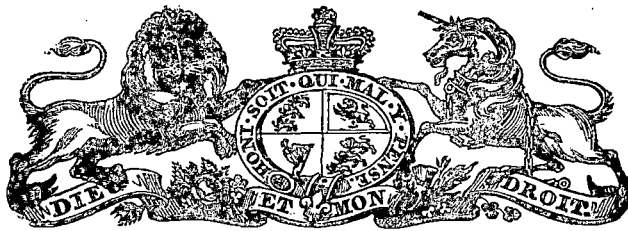


(No. 64.)



1888.

PARLIAMENT OF TASMANIA.

MOUNT ZEEHAN SYNDICATE AND THE
GOVERNMENT :

MEMORANDUM OF AGREEMENT.

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



AGREEMENT made this nineteenth day of May, 1888, between HENRY BOYES MUGLISTON, of Stone Buildings, Hobart, in Tasmania (acting for and on behalf of WILLIAM COLLARD SMITH, M.L.A., of Ballarat, in Victoria, the Promoter of an undertaking to construct a Tramway or Railway from the Township of Strahan to the Mount Zeehan Silver Mines, both in the Colony of Tasmania), of the one part, and the Honorable EDWARD NICHOLAS COVENTRY BRADDON, Commissioner of Crown Lands for the said Colony of Tasmania, of the other part. The said EDWARD NICHOLAS COVENTRY BRADDON agrees to grant, and the said WILLIAM COLLARD SMITH, through the said HENRY BOYES MUGLISTON, agrees to take a Lease of the surface of certain Crown Lands leading from the Township of Strahan to some part of the Silver Fields at Mount Zeehan, at a rental of Four Shillings, payable quarterly, (such land to be more particularly defined after the survey which is now proposed to be made has been effected and approved of by the Commissioner, and to consist of so much land as is required for the purposes of laying lines, constructing sidings, stations, &c.)

The said EDWARD NICHOLAS COVENTRY BRADDON agrees to execute a Lease whenever called upon by the said WILLIAM COLLARD SMITH or HENRY BOYES MUGLISTON acting on his behalf.

The Lease shall contain the following conditions:—

To pay the rent.

The Lease not to be assigned or transferred without the consent of the Commissioner first having been obtained.

That all Mining Companies and persons desiring to connect branch lines with the line about to be constructed shall be entitled so to do, and that the Lessees will carry all such trucks, passengers, and goods as may be brought to their line for carriage on such terms as may be agreed upon; such terms to be similar to those referred to in the preceding clause: Provided that before any such company or persons exercise such rights the Lessees shall have the option to make such branch or connecting lines.

The Lease shall include such frontage and the right to construct a jetty at Strahan, and to take such other land, not exceeding one acre, as may be required for the erection of terminal stations.

The Lease shall contain a clause conferring powers to lay lines, if necessary, on existing roads.

The right to take water for watering engines and for such other purposes as may be necessary for the construction and working of the line; such water to be taken from any source over which the Commissioner has control.

Such other clauses, provisoes, and conditions as may be contained in the correspondence between the parties hereto relating to the construction of such line, provided such clauses, provisoes, and conditions have not been herein above set forth.

(Signed) H. B. MUGLISTON.

(Signed) E. N. C. BRADDON.

Witness—

(Signed) ALBERT REID.

SUBSTITUTED CLAUSES.

1. Lease to be for 21 years certain, at the expiration of which period the Commissioner for the time being for the Colony of Tasmania to have the right to purchase the Tramway or Railway at a price to be fixed by Arbitration. One Arbitrator to be appointed by each of the parties hereto, and, in case they shall not agree, to the award of such person as the said Arbitrators shall appoint as Umpire. Twelve months' notice in writing to be given by the Commissioner before such right of purchase can be exercised. In the event of the Commissioner failing to exercise such right of purchase, the Lease to be renewed for further periods (of 21 years each period) until the Commissioner avails himself of such right of purchase.
2. A period of eighteen months to be allowed the Company to construct the line, subject to the proviso that, should the Company be delayed or prevented by causes beyond its control, the Company to be allowed a further period not exceeding six months. Should any difference arise under this clause, the same to be determined by Arbitration in the manner hereinbefore specified.
3. The line to be open to public traffic on such conditions as to terms, and trains to be run at such times and at such rates of fares and freights, as may be agreed upon between the parties hereto. The maximum rate of freight not to exceed One Shilling and Threepence per ton per mile; the maximum rate for passengers not to exceed Sixpence per mile for first-class and Fourpence per mile for second-class passengers.

Dated this 6th day of June, 1888.

Witness—

(Signed) ALBERT REID.

(Signed) H. BOYES MUGGLISTON.

(Signed) E. N. C. BRADDON.