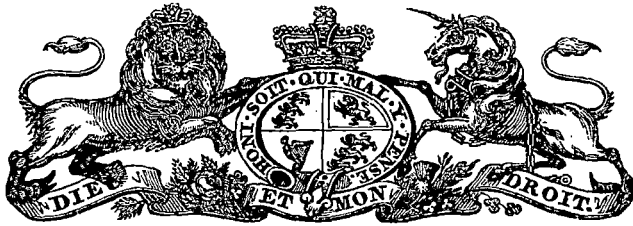


(No. 110.)



1891.

---

PARLIAMENT OF TASMANIA.

---

MOUNT DUNDAS AND ZEEHAN RAILWAY  
ACT, 1890 :

AGREEMENT FOR WORKING AND MAINTENANCE.

---

Ordered by the Legislative Council to be printed.



**Memorandum of Agreement** made this Fourth day of February one thousand eight hundred and ninety-one between 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 JOHN DYE LA MONTE and JOHN RUSSELL both of Hobart in Tasmania hereinafter called the Lessees which expression shall include their or either of their executors administrators or assigns where the context so requires or admits of the other part. It is HEREBY AGREED that when and so soon as the Railway from Zeehan to Dundas is completely constructed with all buildings and appliances in the terms of the "Mount Dundas and Zeehan Railway Act" and of the Lease made thereunder and dated the third day of February one thousand eight hundred and ninety-one the Government will agree to work and maintain the said Railway for the term of seven years from the completion of the construction as aforesaid upon the terms and conditions following that is to say—

1. The Government shall provide all rolling-stock staff of locomotive and traffic men together with the necessary line repairers.
2. The Government shall provide the necessary management and supervision in all branches.
3. The Government shall provide all rails sleepers and other materials and also the labour required for renewals and the Lessees will pay to the Government in cash the actual costs of the same including all charges on material necessary to place the same upon the ground within fourteen days after an account of such cost and charge shall be furnished by the Government to the Lessees.
4. The Government shall keep the Telegraph Line (if any shall be erected by the Lessees) in repair new material of all kinds including instruments being supplied by the Government at actual cost including carriage and being paid for by the Lessees within fourteen days after an account shall be furnished as aforesaid.
5. The Government shall receive all the gross receipts and income of the said Railway and Telegraph Lines and in consideration of the Government working and maintaining 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 the Government under the Agreement and shall not have been repaid to the Government by the Lessees and to pay the balance of such gross receipts and income to the Lessees.
6. The Government shall render accounts to the Lessees monthly of receipts and expenditure and shall make monthly payments of revenue to the Lessees pursuant to Clause 5 of this Agreement.
7. If the one-fifth part of the 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 train run during that time from Zeehan to Mount Dundas and from Mount Dundas to Zeehan then the Lessees guarantee to pay to the Government the sum of Four Pounds for each train run by the Government during such month under the terms of this Agreement and if the sum to be paid by the Lessees to the Government shall not amount to a sum equal to Eight Pounds per day for such month then the Lessees will pay to the Government such sum as will make the amount payable by the Lessees to the Government under this Clause equal to Eight Pounds per day during such month.
8. If at any time during the continuance of this Agreement through the default of the Government no trains shall be run when there is a necessity for running trains then the Lessees shall not be called upon to pay the said sum of Eight Pounds per day during so long as such default shall continue.

9. The rate for goods shall not exceed Ninepence per ton per mile.
10. The rate for passengers shall be Fourpence per mile first class and Threepence per mile second class.
11. The rate for parcels shall be One Shilling up to fourteen pounds One Shilling and Sixpence up to twenty-eight pounds Two Shillings up to fifty-six pounds and Two Shillings and Sixpence up to one hundred and twelve pounds.
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 to the public or private contractors.
14. Trains shall be run at the discretion of the General Manager of 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 and maintenance 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 the Lessees.

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

JOHN D. LA MONTE.  
JOHN RUSSELL.

Signed by the above-named John Dye La Monte  
and John Russell in the presence of

N. E. LEWIS *Solicitor Hobart.*