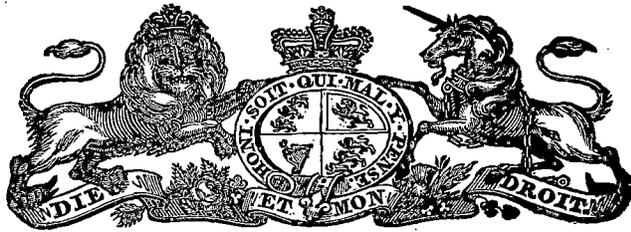


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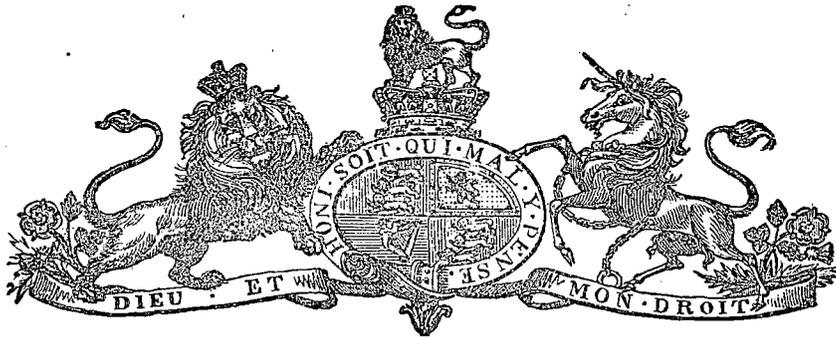
T A S M A N I A.

H O U S E O F A S S E M B L Y.

M A I N L I N E R A I L W A Y :

Copy of the Award in the Arbitration of the Amount to be paid by the Tasmanian Main Line Railway Company as Tolls and Compensation for running powers over the Launceston and Western Railway from Evandale to Launceston.

Laid upon the Table by the Minister of Lands, and ordered by the House to be printed, August 28, 1878



24, William-street, Melbourne, 2nd August, 1878.

SIR,

WE have the honor to inform you that the Award of Messrs. Thomas Higinbotham and William Meeke Fehon, the Arbitrators appointed by the Governor of Tasmania and The Tasmanian Main Line Railway Company, Limited, has been made and forwarded to Messrs. Butler, M'Intyre, and Butler, Solicitors, Hobart Town.

We are requested by the Arbitrators to state that their Award does not include the proportion of joint expenses at Evandale Junction, which is to be paid by The Tasmanian Main Line Railway Company and The Launceston and Western Railway Company respectively.

We have the honor to be,

Sir,

Your very obedient Servants,

BLAKE & RIGGALL.

P.S.—We have sent a similar letter to this to Mr. C. H. Grant.

The Hon. WILLIAM MOORE.

Colonial Secretary's Office, Hobart Town.

THE Solicitor-General is requested to apply to Messrs. Butler, M'Intyre, & Butler for the Award.

The Solicitor-General.

WM. MOORE.

24th August, 1878.

COPY Award herewith. The charges in connection with the Award have been paid, as per receipt indorsed on the copy Award.

ROBT. P. ADAMS.

3. 9. 78.

The Hon. the Minister of Lands and Works.

Hobart Town, 26th August, 1878.

DEAR SIR,

COPIES of the Awards in the Tolls Arbitration and in the Mails Arbitration will be ready to deliver to you at noon this morning. Will you kindly procure us a cheque for your half costs of Awards which are payable by the Government and the Main Line Railway Company in equal shares.

We have paid the following sums to Messrs. Butler & Co. :—

| | £ | s. | d. |
|--------------------------------------|-------|----|----|
| Costs of Award <i>re</i> Tolls | 299 | 9 | 7 |
| Ditto <i>re</i> Mails | 36 | 15 | 0 |
| Butler & Co.'s charges | 4 | 16 | 5 |
| | <hr/> | | |
| | £341 | 1 | 0 |
| | <hr/> | | |

The sum payable by the Government is therefore £170 10s. 6d., to which has to be added £2 2s. for copies of awards and attendances.

Yours faithfully,

DOBSON & MITCHELL.

R. P. ADAMS, *Esq.*, *Solicitor-General.*

Dated 21st August, 1878.

Attested Copy—Award of Messrs. THOMAS HIGINBOTHAM and WILLIAM MEEKE FEHON.

BLAKE & RIGGALL.

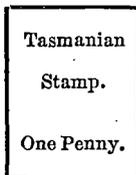
TO ALL TO WHOM these presents shall come We THOMAS HIGINBOTHAM of Melbourne in the Colony of Victoria Civil Engineer and WILLIAM MEEKE FEHON of Melbourne aforesaid Merchant send greeting—WHEREAS by an Agreement dated the Sixth day of May One thousand eight hundred and seventy-eight and made between His Excellency FREDERICK ALOYSIUS WELD Esquire Companion of the Most Distinguished Order of Saint Michael and Saint George Governor of Tasmania by and with the advice and consent of his Executive Council for and on behalf of the Government of Tasmania and thereafter called the Governor of the one part and THE TASMANIAN MAIN LINE RAILWAY COMPANY (LIMITED) thereafter called the Company of the other part (and endorsed on an Agreement dated the First day of November One thousand eight hundred and seventy-six and made between the same parties as are parties to the agreement now in recital)—After reciting that the Company pursuant to the provisions of the said agreement of the First day of November One thousand eight hundred and seventy-six had from the Thirtieth day of October One thousand eight hundred and seventy-six exercised the running powers over the Launceston and Western Railway therein referred to—And reciting that the Company had been unable to agree with the Government of Tasmania as to the amount to be paid by the Company as tolls and compensation for the exercise of such running powers and that the amount as provided by the same agreement so to be paid had not been assessed by arbitration—And reciting that it had been agreed between the Governor and the Company that the amount to be paid for the exercise of such running powers as aforesaid and for the further period of two years from the Thirtieth day of October One thousand eight hundred and seventy-seven or for such lesser period as the Company should exercise such running powers should be assessed by arbitration forthwith and that the Company might continue to exercise the running powers aforesaid during the remainder of the said term of two years or such lesser period as aforesaid in the manner and on the terms and subject to the conditions thereafter expressed and contained—It was thereby agreed between the Governor and the Company (*inter alia*) that the sum to be paid by the Company as tolls and compensation for the exercise of such running powers as aforesaid for the therein within-mentioned period of Twelve months ending on the Thirtieth day of October One thousand eight hundred and seventy-seven and for the said further period of Two years should be forthwith assessed by arbitration in manner provided in the Lands Clauses Act for cases of disputed compensation so far as the same should not be inconsistent therewith and that such tolls and compensation should include the cost of the maintenance of the third rail as provided by the said Agreement of the First day of November One thousand eight hundred and seventy-six—And that the Arbitrators should assess the sum to be paid by the Company for the exercise of the running powers under the last-mentioned Agreement as aforesaid in respect of the Twelve months which ended on the Thirtieth day of October One thousand eight hundred and seventy-seven and should fix the date on which such payment should be made and should also assess separately the sums to be paid in respect of the years ending on the Thirtieth day of October in the years One thousand eight hundred and seventy-eight and One thousand eight hundred and seventy-nine respectively and should fix the dates for payment of such respective sums and that the Company should pay such sums to the Governor on the days so to be fixed for payment thereof and should forthwith pay such costs if any as the said Arbitrators might award to be paid by the Company—AND WHEREAS the matters to be assessed or settled by arbitration pursuant to the said recited Agreement have been duly referred to us the said THOMAS HIGINBOTHAM and WILLIAM MEEKE FEHON respectively as Arbitrators—AND WHEREAS by an Agreement dated the Sixteenth day of August instant and endorsed on the hereinbefore recited Agreement of the Sixth day of May last and made between the said FREDERICK ALOYSIUS WELD Esquire Governor of Tasmania by and with the advice of his Executive Council of the one part and THE TASMANIAN MAIN LINE RAILWAY COMPANY LIMITED of the other after reciting that the time allowed by the Lands Clauses Act to the Arbitrators appointed by the said parties thereto for making their Award pursuant to the therein within written Agreement had expired without such Award having been made and that they were desirous of extending such time the said parties thereto thereby respectively agreed to give and allow and did give and allow to us the said THOMAS HIGINBOTHAM and WILLIAM MEEKE FEHON being and as the Arbitrators appointed by and on behalf of the same parties thereto respectively pursuant to the provisions of the said therein within written Agreement of the Sixth day of May last a further time for making our Award namely until the first day of September next notwithstanding that the time allowed by the Lands Clauses Act for making our said Award had expired. Now KNOW YE AND THESE PRESENTS WITNESS that we the said THOMAS HIGINBOTHAM and WILLIAM MEEKE FEHON having taken upon ourselves the said Arbitration and having before entering upon the matters referred to us as aforesaid respectively made and subscribed the Declarations hereunto annexed and nominated and appointed by writing GEORGE GORDON of Melbourne aforesaid Esquire to be the Umpire to decide on any such matters on which we might differ and having fully and deliberately considered the said matters in difference do make this our Award in writing in manner following that is to say—We award and determine that the sums to be paid by THE TASMANIAN MAIN LINE RAILWAY COMPANY LIMITED (hereinafter called the said Company) to His Excellency FREDERICK ALOYSIUS WELD Esquire Companion of the Most Distinguished Order of St. Michael and St. George Governor of Tasmania (hereinafter called the said Governor) as tolls and compensation for the exercise of such running powers as are hereinbefore mentioned or referred to for the period of Twelve months ending on the Thirtieth day of October One thousand eight hundred and seventy-seven and for the further periods of Two years from the said last-mentioned day including the cost of the maintenance of the said third rail mentioned or referred to in the said Agreement of the first day of November One thousand eight hundred and seventy-six for the same periods respectively are as follow namely—For the period of Twelve months ending on the said Thirtieth day of October One thousand eight hundred and seventy-seven the sum of Two thousand nine hundred and eighty-eight Pounds—For the period of Twelve months ending on the said Thirtieth day of October One thousand eight hundred and seventy-eight the sum of Three thousand six hundred and twenty Pounds—And for the period of Twelve months ending on the said Thirtieth day of October One thousand eight hundred and seventy-nine the sum of Three thousand nine hundred and ninety Pounds—AND WE FURTHER AWARD AND DETERMINE that the said sums respectively shall be so paid in manner following namely the said sum of Two thousand nine hundred and eighty-eight Pounds at the expiration of Fourteen days from the date of this our Award—The sum of Two thousand seven hundred and fifteen Pounds (part of the said sum of Three thousand six hundred and twenty Pounds) at the expiration of Fourteen days from the date of this our Award and the sum of Nine hundred and five Pounds (residue thereof) on the said Thirtieth day of October One thousand eight hundred and seventy-eight—And the said sum of Three thousand nine hundred and ninety Pounds by four quarterly payments of Nine hundred and ninety-seven Pounds Ten Shillings each to be made respectively on the Thirty-first day of January the Thirtieth day of April the Thirty-first day of July and the Thirtieth day of October respectively in the year One thousand eight hundred and seventy-nine—AND WE FURTHER AWARD and determine that the said Governor and the said Company respectively shall bear and pay their own costs of and incidental to this Arbitration except the costs of this our Award and that the costs and expenses of this our award shall be paid by the said

Governor and the said Company respectively in equal proportions. IN WITNESS whereof we have hereunto set our hands and seals this Twenty-first day of August One thousand eight hundred and seventy-eight T. HIGINBOTHAM (LS) W. M. FEHON (LS) Signed sealed and delivered by the said THOMAS HIGINBOTHAM and WILLIAM MEEKE FEHON in the presence of ARTHUR P. BLAKE Solr. Melbourne.

WE hereby certify that the before written is a true copy of the original Award of which the same purports to be a copy the same having been examined and compared therewith by us this Twenty-sixth day of August, 1878.

ARTHUR L. GIBLIN }
R. F. YOUNG } *Clerks to Messrs. DOBSON & MITCHELL*
Solrs. Hobart Town.

RECEIVED from R. P. ADAMS, Esq. (Solicitor-General) the sum of £152 6s. 5d. being the amount of half costs charges and expenses payable by the Governor of Tasmania under the Arbitrator's Award. Dated 3rd September, 1878.



DOBSON & MITCHELL,
Per ARTHUR D. WATCHORN.

Lands and Works Office, 3rd September, 1878.

MEMORANDUM.

THE Governor in Council has been pleased to approve that one-half of the costs incidental to arbitration of the question of the amount of Toll and Compensation to be paid the Launceston and Western Railway by "The Tasmanian Main Line Railway Company, Limited," for the exercise of running powers between Evandale Junction and Launceston, be paid and charged against the Launceston and Western Railway Department, on a Supplementary Estimate for 1878, "as a case of emergency." Amount £152 6s. 7d., being one-half of total costs £304 13s. 2d.

NICHOLAS J. BROWN, *Minister of Lands and Works.*

The Honorable the Colonial Treasurer.