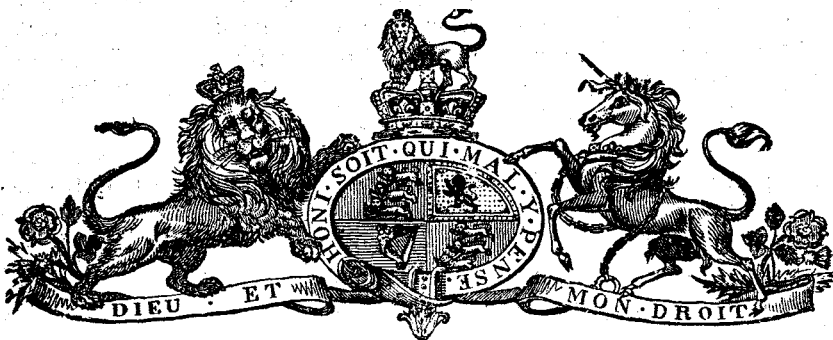


T A S M A N I A.



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ANNO TRICESIMO-QUARTO

VICTORIÆ REGINÆ,

No. 13.

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AN ACT to amend "The Main Line of Railway Act."  
[18 October, 1870.]

**W**HEREAS it is expedient to amend "The Main Line of Railway Act :—" Be it therefore enacted by His Excellency the Governor of *Tasmania*, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

PREAMBLE.  
33 Vict. No. 1.

**1** It shall be lawful for the Governor in Council to cause a Contract on behalf of this Colony to be entered into with any person or Company for the construction, maintenance, and working of a Main Line of Railway between *Hobart Town* and *Launceston*, or between *Hobart Town* and any point on the *Launceston* and *Western* Railway, in consideration of the Governor of this Colony guaranteeing to such person or Company interest at the rate of Five Pounds per centum per annum upon any sum of money, not exceeding in the whole the sum of Six hundred and fifty thousand Pounds, which the said person or Company may actually expend in the construction of the said Main Line of Railway ; such guarantee to be payable in such manner as to secure to the said person or Company interest at the rate aforesaid upon the actual expenditure within such limit as is hereinbefore expressed.

Power to contract.

**2** Such guarantee shall continue for Thirty years from the date at which the said Line shall be opened for traffic, provided that such person or Company shall continue to work and maintain the said Line

Duration of guarantee.

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in an efficient manner during the said period ; and in such Contract it shall be lawful for the Governor to guarantee interest at the rate aforesaid upon the amount expended for the purposes of such construction during a period not exceeding Four years from the date of the Contract, and before the said Line is open for traffic.

Matters to be  
contained in  
Contract.

**3** In such Contract provision shall be made, amongst other things :—

1. For compelling the construction of the said Railway by a route which shall keep as near as may be practicable to existing centres of population :
2. That the said Railway, together with all Stations, Rolling Stock, and all other works connected with such Railway, shall be constructed of the best materials and in a thoroughly substantial manner ; and all Bridges on the Line shall be constructed according to the regulations as to strength of the *English* Board of Trade :
3. That should the profits of the Railway arising from the traffic thereon amount in any year to less than Five Pounds per cent., the Government guarantee shall be payable for such year only to the extent of the difference between such profit and Five Pounds per centum on the cost of construction as before limited :
4. That when in any year the profits of the said Railway arising from the traffic thereon amount to Six Pounds per centum or under, the entire amount of profits for such year shall be retained by the Company :
5. That when in any year the profits of the said Railway arising from the traffic thereon shall exceed Six Pounds per centum, the Government shall be entitled to receive and shall receive from the person or Company One-half of all such profits over Six Pounds per centum, and so in any succeeding year until all moneys which have been paid by the Governor in Council under the guarantee hereinbefore contained shall have been paid ; after that time all profits shall belong to the Company :
6. That the gauge of the said Railway shall be not less than Three feet six inches :
7. That the weight of rails to be used in constructing and working the same shall be not less than Forty pounds to the yard :
8. That whenever such Railway is completed and opened for traffic, at least Four Trains daily shall run upon the said Line throughout its entire length ; namely,—Two daily Trains from *Hobart Town* to the opposite Terminus, and Two daily Trains from the opposite Terminus to *Hobart Town* ; and such Trains shall be of such capacity and shall start at such hours as the Governor in Council may from time to time determine :
9. That the minimum average speed at which such trains shall travel shall be, for one daily train each way Twenty-three miles an hour, and for the other daily train each way Ten miles an hour, including all stoppages and detentions :
10. That the maximum fare for passengers travelling on the said Railway shall not exceed Three Pence per mile for First

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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 Ten Pounds per cent. upon the actual outlay, the Governor in Council shall have power to reduce the fares for passengers, so as such reduction shall not diminish the profits of the Railway below Ten Pounds per cent.:

11. That the said person or Company shall carry all Mails to and from all places along the Line upon such terms as may be from time to time agreed upon:
12. That the said Line may with the sanction of Parliament be purchased by the Governor in Council at any time after the Line shall have been opened for traffic, upon giving Twelve months notice to the person or Company; the price to be fixed by a majority of Five Valuers, Two to be named by the Governor in Council, Two by the person or Company, and One to be chosen by the Four Valuers first appointed.
4. The said Contract shall contain all such other stipulations and provisions as the Governor in Council may think necessary to secure the efficient construction, working, and maintenance of the said Railway. Contract to contain other provisions.
5. The said person or Company shall be bound at all times to keep the said Railway and whole undertaking in good and efficient repair and working condition; and in case it shall appear to the Governor in Council, upon the report of any officer appointed for the purpose, that the works in any part are not in good and efficient repair and working condition, it shall be lawful for the Governor in Council, after such notice as to him shall seem fit and proper, and on default by the said person or Company, to direct the necessary repairs and works to be performed at the cost of the said person or Company by persons to be appointed by the Governor in Council in that behalf; and the cost of executing such repairs and works, and all charges connected therewith, shall and may be recovered from the said person or Company at the suit of the Minister of Lands and Works before any Court of competent jurisdiction. Company to be bound to keep Railway in repair.
6. If the said person or Company shall be guilty of any breach of any of the conditions, provisions, or stipulations of the said Contract, or of the Main Line of Railway Act, or of this Act, the Attorney-General may, when and so often as any such breaches may happen, apply to the Supreme Court for a Rule calling upon the said person or the Manager of the said Company to show cause, on a day to be mentioned in such Rule, why the said Contract should not be rescinded, and why any lease or leases which may have been granted in pursuance thereof should not be declared forfeited upon such grounds as may be set forth in such Rule; and such Rule may be served upon such person or the said Manager or other person having the management of the affairs of the said Company in *Tasmania*, either personally or by leaving the same at the last known place of business of the said Company in *Tasmania*, and being so served or left as aforesaid, such Rule shall be deemed for all purposes to have been duly served on such person or Company as the case may be. If Company guilty of breaches of Contract or of Act, the Attorney-General may move Supreme Court to rescind Contract or declare leases forfeited.

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Supreme Court may declare Contract rescinded or leases forfeited, or may order Company to pay a sum of money to Colonial Treasurer.

**7** If on the hearing of such Rule the Court shall be satisfied, either by affidavit or otherwise, that the said person or Company has been guilty of any of the breaches of the conditions, provisions, or stipulations in the said contract or of the Acts set forth in the said Rule, the said Court may, and is hereby authorised and empowered to order and declare such contract to be rescinded and such lease or leases to be forfeited, and thereupon (except as hereinafter mentioned) such contract and lease or leases shall become absolutely null and void : Provided that the Court upon the hearing of any such Rule may, if it shall consider that the justice of the case would be met by so doing, instead of ordering the rescission of the said contract and the forfeiture of the said lease or leases as aforesaid, order the said person or Company to pay to the Colonial Treasurer such a sum of money as the said Court may consider reasonable by way of penalty for the breach of any of the conditions, provisions, or stipulations of the said contract or of the said Acts. And the said Court may also make such order as to the costs of the proceedings as it may think fit ; and any order so to be made for the payment of any sum of money or costs as aforesaid may be enforced in the same manner as may for the time being be provided for the enforcement of decrees and orders of the said Court in its Equitable Jurisdiction.

Court may adjourn the hearing, and may grant time to file affidavits ;

and may order issues to be tried by a Jury.

**8** The said Court may from time to time adjourn the hearing of any such rule to show cause as aforesaid, and may give to such person or Company such time as to the Court may seem reasonable for the purpose of enabling such person or Company to file such affidavits as may be considered necessary in opposition to the ground set forth in the said rule, and any affidavits that may have been filed in support thereof, and may also allow further time to the Attorney-General to file any affidavits in reply as to the Court may seem expedient ; and the said Court may also, if it shall see fit, direct the truth of the grounds set forth in the said rule to be decided otherwise than by affidavit, and for that purpose may direct one or more issue or issues to be tried by a jury in the like manner as issues directed by the Court in its Equitable Jurisdiction are tried.

If Court order Contract to be rescinded, &c., Governor in Council may waive same upon address of Parliament.

**9** If the said Court shall order the said Contract to be rescinded, and the said lease or leases to be forfeited as hereinbefore mentioned, it shall nevertheless be lawful for the Governor, with the advice of the Executive Council, on the address of both Houses of Parliament, to waive such rescission and forfeiture upon the payment of such sum or sums of money, and upon such other terms and conditions as by such address may be suggested ; and upon payment of such sum or sums of money, and compliance by such person or Company with such other terms and conditions as aforesaid, the said Contract and lease or leases shall be of the like force and effect as if such order of the Court had not been made.

Repeal.

**10** Sections One and Two of "The Main Line of Railway Act" are hereby repealed.

Acts to be read together.

**11** This Act and "The Main Line of Railway Act" shall, save as altered or amended by this Act, be read and construed together as one Act.

Short title.

**12** This Act may be cited as "The Main Line of Railway Amendment Act."