

T A S M A N I A

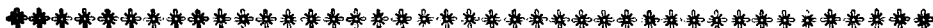


1882.

ANNO QUADRAGESIMO-SEXTO

VICTORIÆ REGINÆ,

No. 43.



AN ACT to provide for the Settlement of <sup>A.D. 1882.</sup>  
certain Disputes with the *Tasmanian* Main  
Line Railway Company (Limited).  
[6 November, 1882.]

**W**HEREAS by a Supplication filed in the Supreme Court of **PREAMBLE.**  
*Tasmania* on the 17th day of *December*, 1878, under the provisions  
of "The Crown Redress Act," the *Tasmanian* Main Line Railway **23 Vict. No. 1.**  
Company, Limited, claimed from Her Majesty the Queen Twenty-  
eight thousand two hundred and fifty-eight Pounds Ten Shillings  
and Twopence (£28,258 10s. 2d.), alleged to be due by Her said  
Majesty for interest and damages under a certain Contract dated the  
15th day of *August*, 1871, for the construction and maintenance of  
the Main Line of Railway between *Hobart* and *Launceston* :

And whereas by a second Supplication, filed on the 19th day of  
*October*, 1880, by the said Company, a further sum of Two thou-  
sand one hundred and twenty-five Pounds (£2125) and interest was  
claimed by the said Company from Her said Majesty, alleged to be  
due for interest under the same Contract :

And whereas the said claims have been disputed by Her said  
Majesty :

And whereas it is desirable that such disputes should be settled,  
and it has been agreed by and between the Governor of *Tasmania*,  
acting for and on behalf of Her said Majesty, and the said Com-  
pany, that the sum of Fourteen thousand six hundred and fifty-  
four Pounds and Tenpence (£14,654 0s. 10d.) shall subject to the  
approval of Parliament be paid by the Treasurer of the Colony of  
*Tasmania* to the said Company, out of the Consolidated Revenue Fund

*Main Line Railway Disputes Settlement.*

A.D. 1882.

of the said Colony, and that the said Company should be permitted to retain out of any profits arising from the working of the said Railway for and during the year 1882 the sum of Two thousand one hundred and twenty-five Pounds (£2125) without interest, and that such payment to and retention by the said Company of such sums of Fourteen thousand six hundred and fifty-four Pounds and Tenpence (£14,654 0s. 10d.) and Two thousand one hundred and twenty-five Pounds (£2125) shall be accepted by the said Company in full satisfaction and discharge of all claims whether for interest, damages, loss on working the said Railway, or otherwise howsoever which the said Company hath or may have against Her said Majesty under the said Contract or against the Governor of *Tasmania*, or any one acting under them respectively on behalf of the said Colony, for or in respect of any obligations or matters arising under such Contract up to the time of such payment and retention respecting such Contract. And it has been further agreed by and between the said Company and Her said Majesty that in the accounts of the said Company, to be rendered in pursuance of the said Contract, the revenue and expenditure of the Company for and in respect of the maintenance and working of the said Railway shall be adjusted on the principle of yearly balances, and that the quarterly statements provided for by the said Contract shall be rendered and audited as heretofore, but that the balance of profit and loss shall be struck yearly; and if such yearly balance shows a profit upon the working of the said Railway for such year such profit shall be deducted from the guaranteed Interest as provided by the Contract, and if such yearly balance shows a loss on such year such loss shall fall upon the Company, and shall not be brought forward to any succeeding year:

And whereas it was also agreed between the said Company and Her said Majesty that upon such payment and retention as aforesaid Her said Majesty should release and relinquish all claims for alleged breaches of Contract or for set-off or otherwise which Her said Majesty or the Governor of *Tasmania*, or anyone acting under them respectively for and on behalf of the Colony of *Tasmania*, now hath or may have against the said Company; but it was expressly agreed by and between the said parties that the settlement of disputes now made should not waive or prejudice the right of Her said Majesty or of the said Governor, or of anyone acting under them as aforesaid, to insist upon the said Company running at least four trains daily upon the said Railway throughout its entire length as provided in the said Contract:

And whereas it is necessary to make provision for the payment and retention of the sums aforesaid:

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:—

**Appropriation.**

**1** Out of the Consolidated Revenue Fund of the Colony of *Tasmania* there shall and may be appropriated, issued, and applied, in the manner hereinafter provided, a sum not exceeding Fourteen thousand six hundred and fifty-four Pounds and Tenpence (£14,654 0s. 10d.) for the purpose of paying to the *Tasmanian* Main Line Railway Company, Limited, the said sum in full satisfaction and discharge of all claims of the said Company, whether for interest, damages, loss on working the said Railway, or otherwise howsoever which the said Company has or may have against Her Majesty under the said Contract or against the Governor of *Tasmania*, or any one acting under

*Main Line Railway Disputes Settlement.*

them respectively on behalf of the said Colony, for or in respect of any obligations or matters arising under such Contract up to the Thirtieth day of *September*, 1882. A.D. 1882.

**2** Upon such payment being made, mutual releases shall be exchanged between the Governor and the Company of all claims and counter claims arising out of the said Contract up to the said Thirtieth day of *September*, 1882. Mutual releases to be given.

**3** Notwithstanding anything hereinbefore contained, the Company shall be permitted to retain out of any profits arising from the working of the said Railway, for and during the year 1882, the sum of Two thousand one hundred and twenty-five Pounds (£2125), without interest, as a further and final payment on account of the claims aforesaid: Provided, that if from any accident or unforeseen circumstances there should be no profit or no sufficient profit arising for the year 1882, the Company may, out of the first profits thereafter arising, retain the sum of £2125, or so much thereof as may remain unpaid, without interest. Company to retain £2125 out of profits of 1882.

**4** The settlement hereby authorised shall not prejudice or affect the obligation of the said Company to run at least four trains daily throughout its entire length as provided in the said Contract. Daily trains.

**5** In the Accounts of the said Company, to be rendered pursuant to the said Contract, the revenue and expenditure for and in respect of the maintenance and working of the said Railway shall be adjusted on the principle of yearly balances. The Quarterly Statements provided for by the said Contract shall be rendered and audited as heretofore, but the balance of profit and loss shall be struck yearly; and if such yearly balance shows a profit upon the working of the said Railway for such year, such profit shall be deducted from the guaranteed interest as provided by the Contract; and if such yearly balance shows a loss on such year, such loss shall fall upon the Company, and shall not be brought forward to any succeeding year. Accounts to be balanced yearly.

**6** Nothing in this Act contained shall in anywise affect or abridge the operation of the said Contract otherwise than is herein expressly provided. Contract not to be affected.

**7** The Treasurer shall issue and pay the said several sums to the said Company for the purposes hereinbefore mentioned, upon such days and in such proportions as the Governor, by any Warrant under his hand, from time to time, orders and directs; and the payments so to be made shall be charged upon and payable out of the Consolidated Revenue Fund. Moneys payable by Warrant of the Governor.

**8** The said Treasurer shall be allowed credit in his Accounts for any sums of money paid by him in pursuance of any such Warrant as aforesaid; and the receipts of the respective persons to whom the same are so paid shall be a full and valid discharge to the said Treasurer in passing his said Accounts for any such sums as are therein mentioned, and he shall receive credit for the same accordingly. Credit to be given to the Treasurer in account.

