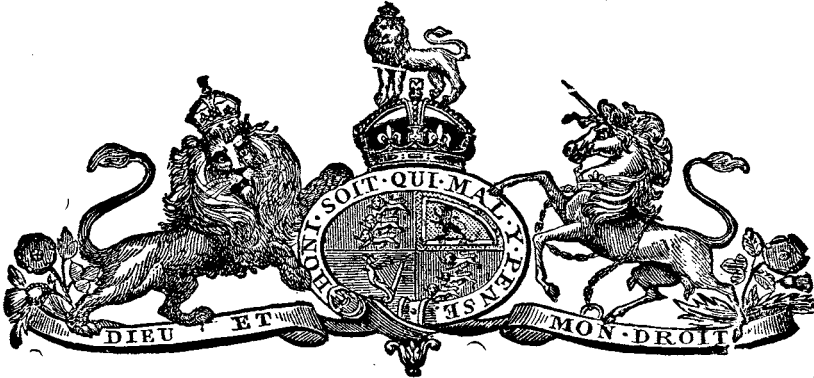


TASMANIA.



1934.

ANNO VICESIMO QUINTO
 GEORGII V. REGIS.
 No. 76.

ANALYSIS.

1. Short title.
2. Approval of agreement.
3. Appropriation of subsidy.
4. Repeal of 20 Geo. V. No. 49.

AN ACT to approve an Agreement made between the Chief Secretary for and on behalf of the Government of this State of the one part and *William Holyman and Sons Proprietary Limited* of the other part, with respect to the Provision of Steamer Services to the Islands in Bass Straits, and to authorise and provide for the Payment of an Annual Subsidy of Four thousand Pounds in accordance with the said Agreement.

[13 December, 1934.]

BE it 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:—

1 This Act may be cited as the *Straits Islands Shipping Services Agreement Act 1934*. Short title.

A.D.
 1934.

Straits Islands Shipping Services Agreement.

A.D. 1934.

Approval of
agreement.

2 The Agreement made the eighteenth day of October, one thousand nine hundred and thirty-four, between the Chief Secretary for and on behalf of the Government of this State of the one part and *William Holyman and Sons Proprietary Limited* of the other part, with respect to the provision of steamer services to the islands in Bass Straits (a copy of which agreement, excepting the schedule of rates and charges thereto, is set forth in the schedule), is hereby approved.

Appropriation
of subsidy.

3 There shall be payable to the said *William Holyman and Sons Proprietary Limited* out of the Consolidated Revenue (which to the necessary extent is appropriated accordingly) during the continuance of the said agreement an annual subsidy at the rate of four thousand pounds, in the terms and subject to the conditions contained in the said agreement.

Repeal of 20
Geo. V. No. 49.

4 The *Straits Islands Shipping Services Subsidy Act 1929* is hereby repealed.

SCHEDULE.

AGREEMENT made this eighteenth day of October one thousand nine hundred and thirty-four BETWEEN the Honourable THOMAS GEORGE DE LARGIE D'ALTON being and as the Chief Secretary for the time being of the State of Tasmania for and on behalf of the Government of Tasmania (hereinafter called "the Minister") of the one part and WILLIAM HOLYMAN AND SONS PROPRIETARY LIMITED (hereinafter called "the Company" which expression shall include its successors and assigns) of the other part WHEREBY it is covenanted and agreed as follows:—

1. The Company will in consideration of the payment of the subsidy hereinafter mentioned institute and maintain except when adverse weather conditions render it reasonably impossible so to do as from the twenty-third day of August one thousand nine hundred and thirty-four for a period of five years and thereafter subject to either the Minister or the Company giving twelve months' notice in writing at any time to the other of them that same is determined a regular fortnightly service between Launceston and the Furneaux Group of Islands in the Bass Straits calling upon each trip to and from at the Ports of Whitemark Lady Barron Cape Barren and Emita in the said Group of Islands and if and when requisitioned so to do by the Minister for and on behalf of one or more of the residents in and upon the said Group of Islands and provided sufficient inducement offers calling at all or any of the other ports or calling places of the said Group of Islands: Provided nevertheless that subject to Clause 10 hereof the said service shall not determine at the expiration of the said period of five years but shall continue as hereinbefore provided unless the Company or the Minister shall have given to the other of them twelve months' previous notice in writing of its or his intention to determine same upon the expiration of the said term of five years.

Straits Islands Shipping Services Agreement.

2. The Company will institute and maintain as from the twenty-third day of August one thousand nine hundred and thirty-four for the term and subject to determination as provided in Clause 1 hereof a regularly fortnightly service to and from Melbourne in the State of Victoria and Launceston aforesaid calling either at the Port of Currie Harbour or at the Port of Fraser River in King Island aforesaid on each of such trips to and from (or as an alternative from Melbourne to either of the ports aforesaid and return and from Launceston to either of the ports aforesaid and return) except when weather conditions render it reasonably impossible so to do. A.D. 1934.

3. In addition to the trips hereinbefore specified the Company will make special trips to and from Launceston aforesaid and the ports of the Furneaux Group of Islands aforesaid and will provide special tonnage additional to that provided in its regular service for the carriage and transport of livestock to and from Melbourne and Fraser River aforesaid and Launceston and Fraser River aforesaid if and when requisitioned by the Minister to do so and provided sufficient inducement offers for and on behalf of one or more residents in and upon the said Group of Islands or of King Island except when adverse weather conditions render it reasonably impossible so to do.

4. The rates of freight and fares set out in the schedule hereto shall be the rates of freight and fares to be charged hereunder but the Company may increase the rates of freights but not the fares if and when there shall be an increase in wages rates of employees employed by the Company in connection with such service pursuant to an Arbitration Court award or a wages board determination but so that such increase of rates of freights shall not be higher or greater in proportion than the aforesaid increased rates of wages and shall be charged only during such time as such increase in wages shall continue. Any increase of rates of freights proposed to be made under this clause shall be first submitted to the Minister hereinbefore mentioned and shall not be imposed or take effect unless and until the Minister has signified in writing his approval thereof. This clause is subject as to inward cargo to King Island to Clause 5 hereof.

5. The Company may increase the freights in the Schedule hereto for inward cargo to King Island from either Melbourne or Launceston by two shillings and sixpence per ton except in respect of livestock: Provided that in any case whether such freight be increased or not the Company shall in respect of all cargo discharged at Fraser River for Currie aforesaid pay all cartage charges thereon from Fraser River aforesaid to the wharf shed at Currie aforesaid. This increase of freight or provision as to cartage shall not apply during the term of this agreement in respect of any trade being carried on at present and continued hereafter by the Company with the S.S. "Marrawah" to and from the Ports of Launceston Melbourne King Island and certain ports upon the North-West Coast of Tasmania (to wit) Devonport Ulverstone Burnie and Stanley or any vessel for that trade substituted for the S.S. "Marrawah."

6. The Company shall during the period of this agreement carry out the provisions thereof with the S.S. "Tambar" and "Narrabeen" or with a ship or ships approved of in writing by the Minister of equal carrying capacity and speed and suitable equally in all other respects for the said service including passenger accommodation.

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7. Notwithstanding anything to the contrary hereinbefore contained the Company shall in each and every half-yearly period of the year maintain a service of not less than thirteen trips to and from—

- i. Launceston and King Island;
- ii. Melbourne and King Island; and
- iii. Launceston and the Furneaux Group of Islands:

and if the Company shall fail to make the full number of such trips in any half-yearly period it shall forfeit to the Minister the sum of one hundred pounds for each trip of the number of trips not made and required to be made to satisfy this clause: And such sum or sums as the case may be shall be deducted by the Minister from the subsidy payable to the Company hereunder. Failure to make the requisite number of trips under this clause within any half-yearly period shall if such failure arise from or be occasioned by any of the causes mentioned in Clause 8 hereof be excused.

8. Any failure by the Company to observe the terms of this Agreement shall not be deemed a breach thereof or expose the Company to any action or penalty when such failure arises by reason of any strike lockout combination of workmen or cessation or restriction of work or workmen whether the workmen of the Company or of any other person firm or company where such strike lockout or cessation or restriction of work has the effect of impeding or delaying the Company in the observance and performance of the covenants terms and conditions hereof on the part of the Company to be observed and performed or from accidents or from any cause whatever not absolutely within the control of the Company.

9. The Minister shall pay subject to deduction as aforesaid to the Company for and during the term hereof an annual subsidy of Four thousand pounds such subsidy to be paid quarterly in instalments of One thousand pounds each on the twenty-third day of November the twenty-third day of February the twenty-third day of May and the twenty-third day of August in every year hereof and if the agreement shall not terminate on one of the quarterly days aforesaid shall pay a proportionate part of a quarterly instalment up to the date of termination.

10. The Minister may if the Company shall fail to observe and perform the covenants terms and conditions herein on the part of the Company to be observed and performed (in cases in which such failure is not excused under Clause 8 hereof) by written notice determine this agreement without prejudice to the Minister's right of action as for damages against the Company for any antecedent breach as aforesaid of this agreement.

11. Any and every dispute difference or question which shall at any time arise between the parties hereto or their respective successors or assigns touching the construction meaning or effect of these presents or any clause or thing herein contained or the rights or obligations of the said parties respectively or their respective successors or assigns under these presents or otherwise howsoever in relation to these presents or as to anything in any way arising hereunder shall be referred to arbitration in the manner provided by the *Arbitration Act 1892* or any modification thereof or substitution therefor.

Straits Islands Shipping Services Agreement.

12. All notices or requisitions to be served on the Company by the Minister shall be sufficiently served if addressed to the Manager of the Company and left at or posted to its registered office for the time being and all notices to be served on the Minister by the Company shall be sufficiently served if addressed to the Minister and left or posted to his office at Hobart aforesaid. A.D. 1934.

13. This Agreement is made and entered into subject to approval thereof by the Parliament of the State of Tasmania.

IN WITNESS whereof the Minister hath hereunto set his hand and seal and the Common Seal of the Company was hereunto affixed the day and year firstly hereinbefore written.

SIGNED SEALED AND DELIVERED

by the Minister in the presence of—

E. PARKES.

TOM D'ALTON.

Seal.

THE COMMON SEAL OF WILLIAM HOLYMAN
AND SONS PROPRIETARY LIMITED was
hereunto affixed in the presence of—

JOHN L. WEBB, Director.

J. HOLYMAN, Director.

Seal.

