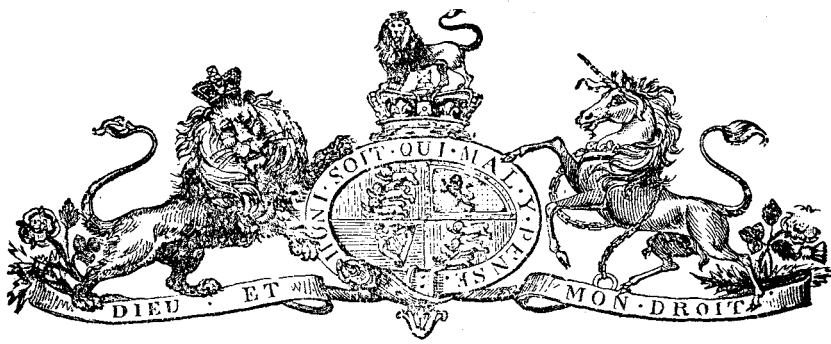


T A S M A N I A.

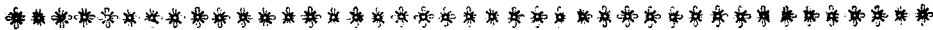


1889.

ANNO QUINQUAGESIMO-TERTIO

VICTORIÆ REGINÆ,

No. 31.



AN ACT to validate certain acts of the A.D. 1889.
Mersey Marine Board, and to indemnify
the said Board in respect thereof.

[9 November, 1889.]

WHEREAS the *Mersey Marine Board*, by an Indenture bearing PREAMBLE.
date the Twenty-first day of *June*, One thousand eight hundred and
eighty-four, and made between the said Board of the one part, and
William Chapman of the other part, purported to demise unto the said
William Chapman the sole and exclusive right of plying for hire
upon the *Victoria Ferry* between the Towns of *Formby* and *Torquay*,
from the First day of *June* in the year aforesaid until the Thirty-first
day of *December*, One thousand eight hundred and eighty-five, and
by another Indenture dated the Eleventh day of *January* in the year
One thousand eight hundred and eighty-seven, and made between
the said Board of the one part, and *Thomas Alfred Capurn* and
William Innes therein respectively described of the other part, the said
Board purported to demise unto the said *Thomas Alfred Capurn* and
William Innes the sole and exclusive right or liberty of plying for
hire upon the said Ferry, between the Towns aforesaid, for a term
of Three years from the Thirty-first day of *December*, One thousand
eight hundred and eighty-six :

And whereas the said Board had no power or authority to make such
demises as aforesaid, and the same were and are *ultra vires* and
invalid :

And whereas it is desirable to validate the said demises, and to
indemnify the said Board in respect thereof :

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 :—

Mersey Marine Board.

A.D. 1889.

Agreement of
Board made
valid and good.

1 The said Indentures are hereby declared to be valid, and the parties thereto are hereby declared to possess and to be under the same rights and obligations respectively which would have been conferred and imposed upon them respectively by the said Indentures or either of them if the said Board had originally possessed legal power and authority to execute the same; and the persons who purported to execute the said Indentures or either of them, as members of the said Board, are hereby individually and collectively released and discharged from all personal liability, and from all actions, suits, and demands whatsoever whereby it may at any time be sought to make such persons or any of them liable in damages or otherwise in respect of their execution of the said Indentures or either of them.

Moneys received
under agreement
available for
purposes of
21 Vict. No. 16.

2 All moneys heretofore paid to or received by the said Board, or which may hereafter be paid to or received by the said Board, under or by virtue of the said Indentures or either of them, are hereby declared to be available by the said Board in the same manner and for the same purposes as any moneys declared by *The Marine Board Act* to be at the disposal of the said Board for the purposes of that Act, and to be also available for the purchase or construction or repair of any punt or punts heretofore provided or that may be hereafter provided by the said Board for use upon the said Ferry.

Board indem-
nified against all
actions, &c.

3 The said Board is hereby indemnified and released and discharged of and from all damages, claims, actions, suits, and demands whatsoever, both at law and in equity, in respect of the said Indentures or either of them, so far as the said Board may have become liable in damages, or to any such claims, actions, suits, or demands as aforesaid in consequence of the invalidity of the said Indentures or either of them; but nothing herein contained shall be held to release or discharge the said Board from any claim, action, suit, or demand at law or in equity for any breach heretofore committed or which may hereafter be committed by the said Board of any covenant in either of the said Indentures contained.

Notice of action
to be given.

4 Notice in writing of any action against the said Board in respect of any and every breach of any covenant contained in the said Indentures, or either of them, and of the cause of such action, shall be served upon the Master Warden or Secretary of the said Board One month at least before the commencement of the action; and no Plaintiff shall recover in any such action if tender of sufficient amends has been made before action brought, or if after action brought a sufficient sum of money is paid into Court by or on behalf of the Defendant.

Board may plead
general issue.

Costs.

5 In any action brought against the said Board for any such cause as aforesaid the Defendant may plead the general issue and give the special matter in evidence; and in case the verdict in such action is found against the Plaintiff, or he is nonsuited, or discontinues the action, the Defendant shall, in any of such cases, be allowed and recover full costs as between attorney and client.

By-laws, &c.
validated.

6 All By-laws heretofore made and published by the said Board for regulating the traffic on the said Ferry, and all Tables and Scales of Fees and Fares heretofore made and published by the said Board for the conveyance of passengers and animals and vehicles and goods across the said Ferry are hereby declared to be valid until the same or any of them shall be revoked by the said Board.